



**May 2010**

**To: Spring Ranch Property Owners**

**From: Mark Schmidt, President & Loren Avis, Secretary**

**Attached electronically is a document package containing the following information:**

**The Spring Ranch Property Owners Association Handbook containing: (pg 2 – 44)**  
**The Declaration of Protective Covenants, Conditions and Restrictions**  
**Architectural Guidelines**

Included in the above, these are aimed to protect and enhance the quality of life and property values important to all property owners.

**Articles of Incorporation**

**By-Laws**

**Amendment to the Declaration of Protective Covenants, dated March 12, 2001, (pg 45 – 50)**

**Amended and Restated Bylaws of Spring Ranch Property Owners Association Inc., dated April 24, 2009, (pg 52 – 75)**

**Architectural Control Committee Resolution dated December 15, 2010 as passed by the Board of Directors, (pg 77 – 94)**

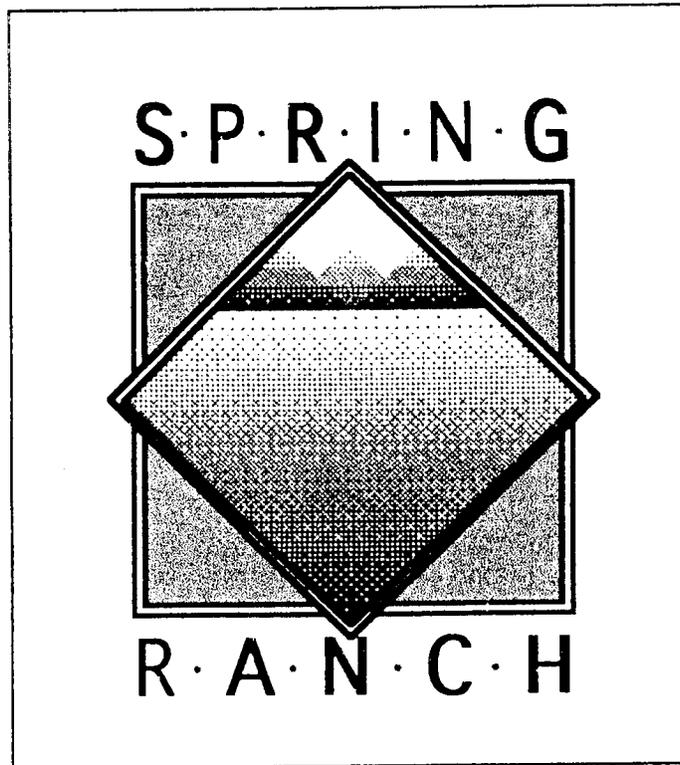
**Colorado Senate Bill 100 required resolutions effective January 1, 2006, (pg 96 – 126)**

Senate Bill 100 is legislation passed into law in June 2005. The Spring Ranch Board, in consultation with legal counsel, drafted and approved these policies effective January 1, 2006. **Several of these resolutions have been revised per statute on January 1, 2009 they are marked accordingly.**

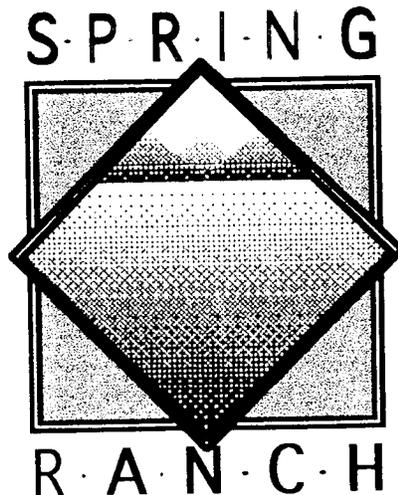
**Colorado Senate Bill 100 required resolutions effective January 1, 2009, February 2009 and April 2009, (pg 128 – 156).**

**Cold Spring Ranch Augmentation Decree July 19, 1977, (last document in the PDF).**

This is the water court decree establishing water well usage in Spring Ranch. Special attention should be given to paragraphs 4, 14(e), 17, the decree #'s 2, 4, 5 and 6.



**The Spring Ranch  
Property Owners'  
Association  
Handbook**



June 1997

The Board of Directors of the Spring Ranch Property Owners' Association is pleased to present you with this updated version of our Spring Ranch Property Owners' Handbook. As described in the original coverletter (following page), this handbook contains all of those documents designed to protect and enhance the quality of life and the property values we enjoy in Spring Ranch.

In addition to needing a reprint to replace lost handbooks and provide ones for new owners, some amendments and wording clarification that have been approved by the Association at annual meetings can be included at this time. The Amended sections and Articles are itemized below.

We would also point out that there are a number of references throughout the handbook to the "Developer" and associated responsibilities that remained for a period of five years after the documents were first adopted or until 60% of the lots were developed. While both of these milestones have passed, it was the feeling of the board that such references in the handbook should not be changed.

First – it preserves the historical references of the original working guide, and

Second – it would require a two-thirds approval of the Association to amend the wording of each section, a very time-consuming process just for the sake of "wordsmithing."

The articles which have been amended and previously approved by the Association are:

Article 4A, items 3 and 7, and Article 4B, item 17, of the Declaration of Protective Covenants

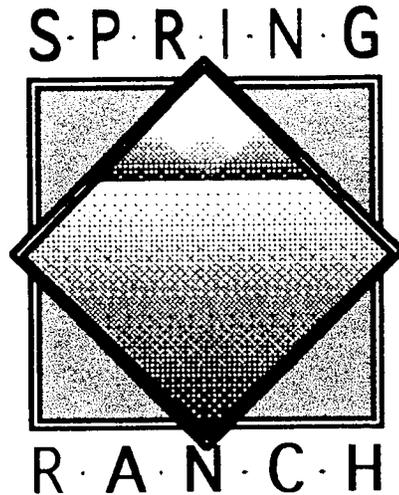
Article VIII of the Articles of Incorporation

Article III, Section 3, Article IV, Section 2, and Article VIII, Section 1, of the By-laws

We encourage your use and understanding of these documents as they are designed to preserve the special place we have here in Spring Ranch.

Cordially,

The Board of Directors



June 1993

The Board of Directors of the Spring Ranch Property Owners' Association would like to welcome you to the Spring Ranch community. The members of our Association, like yourself, have discovered the special amenities of this unique valley, and you will appreciate the qualities that set apart our surroundings from so many other foothill communities. You will find that Spring Ranch is a country neighborhood combining a special mix of people, wildlife and flora that few others can offer in such close proximity to a metropolitan area.

The document package that follows is designed to introduce you to the ideas that shepherd the growth of Spring Ranch, and it will guide you through lot improvement matters and related submission processes. The Declaration of Protective Covenants, Conditions and Restrictions is a cornerstone document, and we urge you to study it carefully, as it relates to almost every responsibility the Board and Architectural Control Committee must perform in steering development and promoting standards within Spring Ranch. The Covenants and Architectural Guidelines together provide a basis for high quality development and an orderly and amicable lot improvement process. They are aimed, of course, to protect and enhance the quality of life and property values we all seek in having settled in Spring Ranch; they also attempt to offer those about to build a home a clear understanding of those requirements and expectations within the submittal/review process, one that many often, but should not necessarily, approach with trepidation. These procedures are meant to work for you.

The Articles and By-Laws, finally, govern the workings of the Association itself. We encourage you to actively participate in developing our growth and character; your contributions will help define, ultimately, what Spring Ranch means to all of us.

Once again, welcome.

Board of Directors

# Spring Ranch Property Owners' Association Handbook

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# **Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, Jefferson County, Colorado**

Dated November 4, 1980, and recorded on November 5, 1980, under reception No. 80084053 with the Clerk and Recorder for Jefferson County, first amendment dated August 12, 1983, and recorded on September 9, 1983, under reception number 83085995 with the Clerk and Recorder for Jefferson County, second amendment dated June 15, 1983.

## **Article One** Property Subject to this Declaration

Coring Corporation, a Colorado Corporation (Declarant), is the owner of all that property within the subdivision named Spring Ranch in Jefferson County, Colorado, more particularly described as:

All lots, streets, drives, roads, parks, lakes and easements platted as Spring Ranch, Plat No. 54-11-78 as recorded October 2, 1980, in the office of the Clerk and Recorder of Jefferson County, Colorado under Reception Number 80074023.

## **Article Two** General Purposes

- A. The Declarant, hereinafter called the Developer, desires to create an exclusive residential community of the highest standard through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all residents thereof. It declares for itself, its successors and assigns, that the property and such additions thereto as may be made hereafter, shall be held, conveyed, transformed, occupied and sold subject to the recorded plat, the covenants, conditions, restrictions, reservations and to the easements, charges, liens and rights as set forth within the various clauses and covenants of this Declaration and to the rules, regulations and laws of the County of Jefferson, Colorado, the State of Colorado and the United States Government to the extent that those are more restrictive than these covenants. All of these declarations and the requirements and declarations of the plat shall run with the land, and inure to the benefit of and be binding upon the owner at all times of any lot in said subdivision and such owner's heirs, legal representatives, successors and/or assigns.
- B. The real property described in Article 1 hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to inure the best use and the most appropriate development and improvements of each building site thereof, to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property, under the specific recognition of the unique natural beauty of each site, to prevent the construction of improper or unsuitable improvements, to encourage and to secure the erection of attractive dwellings thereon; and in general, to create and keep the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials, and appearance, so as to achieve harmony and compatibility among the dwellings and between each dwelling and its surrounding land; to guard against fires and unnecessary interference with the natural beauty of the subdivision and to provide adequately for the development of said property; all for the mutual benefit and protection of the owners of lots in the subdivision.
- C. The Developer has caused or promptly will cause to be incorporated under the laws of the State of Colorado, a non-profit corporation to be called the "Spring Ranch Property Owners' Association, Inc.," for the purpose of administering and enforcing the covenants and various conditions and restrictions as set forth in this Declaration, and to collect, disburse and account for the assessments and charges herein contemplated and that association has or will designate the Developer as its agent to administer and enforce these covenants for the period of time set

forth in Article Five, Paragraph Six of the Declaration, as amended, in which the Developer may enforce the covenants, conditions and restrictions contained in the Declaration.

- D. The Association shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable within Spring Ranch with respect to any facility or function therein, and to implement the provisions of this Declaration, the Association's Articles of Incorporation, and its By-Laws and, including but not limited to, such rules and regulations as are designed to prevent or reduce fire hazards, to prevent disorder and disturbances of the peace, to regulate pedestrian and vehicular traffic, to regulate animals, to regulate signs and mailboxes, to regulate use of any and all facilities within the subdivision to assure the fullest enjoyment of use by the persons entitled to enjoy and use the same.

The Association shall promote the general health, safety and welfare of persons within Spring Ranch and act to protect and preserve property and property rights. All rules and regulations adopted by the Association shall be reasonable and shall be uniformly applied, except such rules as may differentiate between reasonable categories of sites. All owners, renters, lessees, and their successors and assigns, as well as guests, shall be obligated to and shall comply with and abide by such rules and regulations and this Declaration and be subject to required fines or penalties upon failure to comply with or abide by the applicable rules and regulations, as may be enforceable in accordance with the By-Laws, covenants, conditions, restrictions and applicable laws.

### Article Three Definitions

The following words, rules and terms, when used in this Declaration, shall have the following meanings:

1. "**Subdivision or property**" shall mean the real property described in Article 1 of this Declaration and such additions thereto as may hereafter be made subject to this Declaration.
2. "**Common Properties**" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned, held, leased, maintained or in the possession of the Spring Ranch Property Owners' Association provided, however, that the Board of Directors thereof or the Developer shall have the right to set aside certain lots or areas, facilities, or proposed facilities which are to be used only by residents who are willing to pay a membership fee and other special dues and assessments set by the Association for the use thereof.
3. "**Lot**" shall mean each parcel of land as reflected on the recorded plat of the subdivision. Lot boundaries shall not be subject to alteration, change or revision, except by a two-thirds (2/3) vote of all lot owners. Subdivision of a lot in any form by new boundaries or other means is prohibited unless granted in writing by a one hundred percent (100%) approved vote of all lot owners. The Developer and its successors and assigns, however, may without such lot owner approval, until a lot is sold by it, provide for new or additional rights-of-way and/or easements not shown on the plat on or across any unsold lot if it deems such necessary for the practical and harmonious development of land subject to this Declaration.
4. "**Single Family Residence**" shall mean a single family residential building together with not more than two outbuildings used for normal single family non-commercial and non-organizational purposes. "**Out-building**" means an enclosed, covered building to be used as a garage, or for storage purposes (associated with single family living) and not directly attached to the main dwelling structure.
5. The "**Spring Ranch Property Owners' Association, Inc.**" may be referred to as the "Association", and means the non-profit corporation, whose members shall consist of

all property owners in the Spring Ranch subdivision. Each said fee simple property owner shall become a member immediately and automatically upon becoming a lot owner. Each owner shall be subject to the duties and responsibilities and advantages of being a member, according to these covenants, conditions and restrictions, as well as the By-Laws and rules as established for the Spring Ranch Property Owners' Association, Inc. All owners shall have their deeds to lots recorded promptly, not later than one week after the receipt of same, in the office of the County Clerk and Recorder of Jefferson County, Colorado.

6. **"Owner"** shall mean the record owner, whether of one or more persons or entities, of the fee simple title to any single family lot situated within the subdivision which is subject to this Declaration. "Owner" shall not include or refer to a lessee or renter; or, to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure or by virtue of any applicable procedure under a lien foreclosure.
7. **"Declarant"** or **"Developer"** shall refer to Coring Corporation, a corporation formed under the laws of the State of Colorado. It is the sole record owner of the property at the time this Declaration is made. If Coring Corporation shall hereafter cease to exist or to own the property, then its successors or assigns shall become and thereupon be the recognized Developer.
8. **"Architectural Control Committee"** shall refer to the Committee established by this Declaration. It is responsible for reviewing, approving or disapproving all plans and applications required by the provisions of this Declaration as submitted by owners of lots and builders as to all aspects of use, buildings, improvements, construction, changes and alterations on lots, driveways, structures, landscaping and other developmental elements. The Committee shall exercise its obligations with due regard to this Declaration and all applicable and established regulations, laws and standards. The Architectural Control Committee may be referred to as the "Committee" when appropriate.

## **Article Four**

### **A. Covenants, Conditions and Restrictions**

The unique and open nature of the property and the visibility among the lots demand the careful selection of dwelling sites and the careful control of heights of any structure thereon by an evaluation of the specific characteristics of each particular lot, its neighboring lots and its surroundings to insure the most benefit to each lot owner.

Therefore, the following land use and building restrictions are required:

1. No dwelling or other structure which exceeds height limitations established herein when viewed from the roads, drives or other lots shall be constructed or permitted on any lot.
2. No building site shall be used for other than private residential and non-organizational single family purposes, and each site shall be limited to one single family residence. Each lot shall have one dwelling site which must be approved in writing by the Committee prior to the preparation of preliminary plans and before construction begins.
3. An owner and/or his architect shall meet with the Committee to explore and resolve any questions regarding selection of a dwelling site and any proposed construction in Spring Ranch.
4. No improvement, building or structure shall be constructed, erected, placed, altered, maintained or permitted on any site or lot which does not comply with, nor shall any

changes be made which do not comply with this Declaration and the Jefferson County, Colorado, Planning and Zoning Ordinances. No improvement, building or structure shall be constructed, erected, be under construction or maintained unless in strict accordance with approved plans and specifications. Nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed on any lot, until plans and specifications with respect to the proposed construction in manner and form satisfactory to the Committee have been submitted to and approved in writing by it.

5. No building shall be erected, altered, or placed on any lot unless it is in compliance with this Declaration; however, any building existing on a lot when this Declaration is filed for record may be maintained on the lot in good condition for not to exceed eighteen months hereafter and must then be removed within thirty days and the site restored to its former natural condition as much as reasonably possible.
6. No trailer, motor or mobile home, or any part thereof, basement, tent, shack, garage, or any other building or thing shall be used as a habitation at any time. For a period not to exceed six months, during construction, if written advance approval by the Committee is obtained, a permit may be granted to the lot owner for use of a suitable trailer, and/or mobile home as a temporary construction office.
7. Neither during construction nor at any other time, shall a lot or site be used as a habitation for any organizational, commercial or business purpose, which is not permitted by the applicable zoning laws, as specifically described in Section 8: Home Occupations, Jefferson County Zoning Ordinance, orig. 6-23-81.
8. Plans and specifications showing the proposed improvements shall include, but not be limited to: the complete structure, including exterior elevations, floor plans and sections and shall show framing, floors, roofs, decks, windows, and chimneys as well as the specifications of principal exterior materials and color schemes. A plot plan shall be filed showing the location, elevations, grading, landscaping, provisions for offstreet parking, easements and utilities and the manner and method of utilization of all utilities; the locations of the water well and the septic tank as well as the leach field and such other information as may be requested by the Committee. This plot plan shall also show the effect of the improvements upon the lot, the adjoining structures and lots and the harmony of the "improvement" with the subdivision as a whole.
9. All plans and specifications shall be submitted to the Committee in writing addressed to the last known address of the Committee. They shall bear the signature of the owner of the lot or the owner's authorized agent with a written valid Power of Attorney attached. The Committee shall charge persons submitting such plans a fee of \$150.00 for reviewing each application. Such fee may be revised from time to time as the Committee may deem necessary.
10. Approval shall be based upon criteria in this Declaration and on the standards herein set forth providing for conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevations of the structure to that of neighboring structures and natural features of the property. All plans and specifications shall conform with the purpose and general plan and intent of these restrictions. The Committee shall have the right to require and approve landscaping plans. It shall use reasonable judgment in passing upon all properly submitted plans and specifications and shall not arbitrarily or unreasonably withhold its approval.

## B. General Restrictions

1. **Setbacks.** A minimum setback of fifty feet from lot lines shall be in effect on all lots. Setbacks shall also conform with zoning regulations.
2. **Floor Area.** All residential structures shall have at least 2000 square feet of habitable living space on one level and not more than a total of 8000 square feet of habitable space overall. However, 2000 square feet of habitable living space on one level shall not be required if the residential structure consists of a multi-level design that follows the contour of the particular topography of the lot on which it is constructed and the structure is in full compliance with all other general restrictions, including height limitations. Prior approval of a multi-level design must be secured from the Committee.
3. **Building Heights.** Homes shall be two story maximum height buildings, unless the Committee grants an exception as permitted in this Declaration, with the major masses following the elevation lines and taking advantage of a staggered design when appropriate. Continuous wall areas exceeding two (2) stories (over twenty [20] feet in height) are not permitted. No point of a building or structure on any lot shall exceed the following heights measured from a level achieved by the average of the existing elevations of the natural lot grade at the main four corners of a dwelling based on the USGS datum
  - a. on slopes 0-10%, twenty-eight (28) feet.
  - b. on slopes 10-20%, thirty-two (32) feet.
  - c. on slopes 20-30%, thirty-five (35) feet.

Nor shall any structure exceed a bulcline established as follows: twenty-four (24) feet vertical and from there at an angle of 30° from the horizontal measured at the intersection between the main exterior wall and the natural grade of a building or structure of any lot at the down slope side of any lot.

4. **Roofs.** Specifically recognizing the high visibility from one site to the other and to achieve harmony among the dwellings and their surrounding land and to secure attractive views from each site, special attention will be given to roof structures and roofing materials. The Committee shall prohibit the construction of roofs which would appear excessive under such criteria in unbroken size and pitch. All roofs shall be of a material, color and texture approved by the Committee. Roof pitch shall not exceed 6 in 12. Where solar equipment will be used, the arrangement and layout of collectors must be integrated in the whole design concept as approved by the Committee. The approval by the Committee will depend on the overall appearance of the dwelling and will be based on the visual impact of the roof on the lot, the neighboring lots and the roads. Asphalt and galvanized metal roofs shall not be allowed.
5. **Materials and Colors.** Exterior surfaces shall be of natural materials, including stucco, natural stone and lumber (wood siding), compatible with the unique landscape setting and in colors generally subdued to blend with the colors of the natural landscape. The use of brick shall be avoided where it is possible to use a different material, but will be considered by the Committee under special cases. Excessive usage of wooden exteriors shall not be permitted when out of harmony with surrounding lots or homes. The combined use of two or more materials shall not be permitted without the prior approval of the Committee. Bright colors such as blue, yellow, red or green or unusual colors that clash with the natural landscape or are otherwise inappropriate in the opinion of the Committee shall not be permitted. Colors that may not be permissible under this paragraph may nonetheless be allowed if applied only as accent colors or trim, but any use of such colors must have prior approval of the Committee.

6. **Building Projections.** All building projections including, but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or they shall be of an approved color.
7. **Site Drainage and Grading.** Site drainage and grading shall be done with a minimum disruption to the lot and surface and shall not be done in a way to permit drainage onto adjoining lots, nor shall such create a condition that causes or could cause soil erosion.
8. **Paved Areas.** Hard surfaced private driveways and parking areas may be permitted; however, stone, block, brick or asphalt surfaces shall be used whenever so directed by the Committee for erosion and dust abatement purposes. Concrete drives may be permitted by the Committee but the use of asphalt shall be preferred. Materials may be used to create special paving patterns. Driveway culverts, if required, shall be approved by the Committee but shall be installed and paid for by the lot owner.
9. **Foundation Walls.** Foundation walls shall not be exposed to outside view for more than six (6) inches unless finished to blend with the upper walls of the dwelling.
10. **Exterior Mechanical Equipment.** All exterior mechanical equipment shall be either incorporated into the overall form and design of the dwelling or be permanently enclosed by a non-transparent material approved by the Committee.
11. **Outbuildings and Accessory Structures.** Outbuildings and accessory structures as permitted by this Declaration shall be architecturally compatible with the dwelling. Chain link fences will not be permitted. Dog runs or enclosures for permitted pets shall be architecturally compatible with the dwelling and subject to approval by the Committee.
12. **Exterior Lighting.** Exterior lighting that is subdued and whose light source is not directly visible from adjoining dwellings may be permitted by the Committee for the purpose of illuminating entrances, decks, driveways and parking areas, and for other purposes approved by the Committee. In all cases, exterior lights are subject to the prior approval of the Committee.
13. **Landscaping.** The concerns are to preserve the natural appearance of Spring Ranch and to maintain such appearance in so far as reasonably possible in a housing subdivision. Lot owners must realize that by Court Order well water can be used for in-house use only. All irrigation and outside water use is prohibited unless specifically authorized by a new Court Order at a later time. The lack of water and the sensitiveness of the vegetation in the high altitude requires extreme care to avoid unnecessary disturbance. Therefore, lot owners and their representatives or builders are required to:
  - a. Minimize disruption from construction, from grading work and by other disturbances and shall not drive on the lots during the construction period.
  - b. Revegetate and restore to their natural condition ground cover on all disturbed natural surfaces promptly in order to prevent erosion and to restore the former natural appearance.
  - c. Use indigenous species of plant materials, grasses and trees.
  - d. Conserve and protect trees, topsoil, rock formations and unique landscape features. Lot owners shall landscape their lots so that no irrigation or watering is required since such is not permitted under the applicable water decrees. They shall make adequate provisions for landscaping costs in their overall construction budget. All prepared sites shall be landscaped and completely replanted as necessary with indigenous grasses,

bushes and trees. The Committee may approve limited construction of landscaped exterior living areas. For this purpose, the Committee requires complete landscaping plans.

For landscaping purposes, lot owners are required to:

- a. Select natural local materials or man-made elements that blend and are compatible with the land.
- b. When feasible, they shall use existing or natural drainage paths.
- c. Consider and provide for snow removal, melting and runoff. No dams or obstructions of any kind shall be constructed or placed on any lot without the prior written consent of the Committee. And, such consent, if given, must require the lot owner's compliance with all applicable water laws and regulations, as well as with this Declaration. Landscaping shall be completed within the next growing season after completion of building.

14. **Trees.** No living trees, no matter what size, naturally existing upon a lot, except to the extent necessary for construction purposes, and only with Committee approval, shall be cut, trimmed or removed from the property, nor shall the roots be disturbed by trenching or other excavation. Notwithstanding the above, the Developer reserves the right to transfer, within Spring Ranch, any tree on an undeveloped lot for landscaping purposes or to improve a particular lot.

15. **Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the property, all property lines, except those on the exterior boundary of the subdivision, and except for the north boundary of Lot 1, shall be kept free and open one to another and no fences or planting simulating fencing shall be permitted on any other lot or lot lines unless the Committee approves a fence or plantings or other enclosure as a structure or aesthetic feature of a design concept if it becomes an incorporated part of the overall design contributing to the harmony and character of the area.

16. **Clothes Lines and Equipment.** No clothes lines or equipment intended for recreational use, such as swing-sets and slides, shall be placed within a lot in such a way as to be exposed to view from roads or other lots unless such clothes lines or equipment are surrounded by screening materials approved by the Committee. This restriction is intended to shield from view, in a practical and attractive way, such installations and shall not be construed so as to exclude recreational non-noise making installations tastefully hidden among trees or rock formations.

17. **Exterior Antennas and Windmills.** No exterior antennas and windmills shall be permitted if they extend above the roof height of the structure on which they are located or above any structures on any adjoining lots. If cable service is provided, no antennas shall be permitted.

17.1 **Satellite Antennas.** One (1) small satellite antenna may be installed and maintained on any privately owned site, but only upon compliance with the following conditions:

- a. Prior written approval of the Architectural Control Committee must be obtained before initial installation;
- b. The satellite antenna must be twenty-eight inches (28") or less in diameter and must be disguised to resemble and must be, in fact, visually indistinguishable from other

structures, devices or improvements otherwise allowed in the community and/or by the Spring Ranch Covenants:

- c. The satellite antenna must not be visible from the front of the privately owned site upon which it is located, or any adjacent property or roads;
- d. Adequate screening (shrubby, etc.) as is deemed appropriate by the Architectural Control Committee to effectuate the intent of paragraphs b and c and also to adequately screen the satellite antenna from neighboring privately owned sites, parks, parkways and open space must be proposed and provided;
- e. All satellite antennas installed on a privately owned site are restricted for the personal use of the owner of the privately owned site;
- f. When located at ground level, the top of the satellite antenna unit may not exceed thirty-six inches (36") above grade;
- g. The installation of the satellite antenna must comply with any zoning requirements and building codes, if applicable, with evidence of such compliance to be provided to the Architectural Control Committee.

Note: Architectural Control Committee approval of a satellite dish antenna is in no way to be construed as a representation, guaranty, warranty, etc. by the Architectural Control Committee and/or Spring Ranch Property Owners' Association, Inc. that reception and/or transmission signals will be adequate or will remain undisturbed by vegetation or improvements located on surrounding properties.

**17.2 TV Antennas, Radio Antennas and Other Antennas.** Although an approved satellite antenna may be installed on privately owned sites, all other exterior radio, TV or other antennas shall remain restricted from residential privately owned sites.

18. **Signs.** No signs of any kind, except house street numbers as herein specified, shall be displayed to public view on any part of any lot, except one sign of no more than four square feet designating the owner and telephone number of any home under construction which is for sale; and, one sign of not more than six square feet advertising a lot or completed home for sale or rent. The Developer or its sales agents, may install directional and identification and temporary sales office signs as it deems necessary in the subdivision or on any unsold lots until all lots are sold. No such sign shall exceed a height of four feet from grade, nor exceed sixteen (16) square feet in size.
19. **Housenumbers, Mailboxes.** Each dwelling shall have a street number discreetly placed on the house visible from the street or discreetly placed at or near the street entrance to the lot. Such street numbers shall not exceed a total of three square feet in overall size for anyone lot. Mailboxes installed along the roads shall be designed and provided by the Developer to achieve a uniform appearance but shall be paid for by the owner. Until individual home deliveries are commenced and maintained, the Developer or the Association, if the Developer fails or refuses to do so, may have one or more postbox areas with discreet structures or panels of boxes installed in appropriate and convenient areas within the subdivision.
20. **Storage Tanks.** No elevated tanks or appurtenances of any kind shall be erected, placed or permitted upon any part of lot. Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located underground or concealed by appropriate Committee approved fencing or screening.

21. **Utility Lines.** All electric, telephone, television, radio and other utility lines shall be placed underground when extended from the lot line to any dwelling or other improvement on a lot. Developer may place or have placed any or all of such utilities under or above ground on public streets and on selected easements and/or rights-of-way as it may determine.
22. **Exterior Horns.** No exterior horns, whistles, bells or other sound devices, except security devices as permitted by the Committee and used exclusively to protect the security of dwellings and other improvements located thereon or essential to the function of community services, shall be placed or used on any lot. Any permitted security sound device shall be connected to a central point permitting it to be turned off once activated. And, any such device shall not be left unattended in a home or on a lot for more than one hour in any twenty-four hour period unless a house key and access to turn it off shall be furnished to the Association office or its agent to turn off any accidentally activated devices.
23. **Easements.**
- a. Easements and rights-of-way as described on the recorded plat of Spring Ranch have been reserved for both underground and above ground poles, wires, pipes and conduits for electricity, gas, telephones and for surface and sub-surface sewers, and for drainage water, snow removal, and other utilities and road purposes, together with the right of ingress and egress for any necessary construction, maintenance and repair thereof.
  - b. Certain lots are subject to non-building envelopes and drainage easements and the plat sets forth the only area within such a lot on which a residence may be constructed. No dwelling, improvement, material, equipment or refuse shall be placed on any part of such a lot within the area of any easements and on any reserved non-building envelopes so as to interfere with the use thereof.
24. **Garbage and Refuse Disposal.** No part of the property above or below ground shall be used or maintained as a dumping or storage ground for refuse, trash, garbage, debris or other waste. At all times, the property shall be maintained in a sanitary condition. Reasonable precautions shall be taken against fire hazards. No outdoor burning of any kind shall be permitted upon a lot except controlled fires for cooking with proper equipment and precautions. No waste shall be burned upon any lot. No coal or other type of fuel which gives off smoke, excepting wood or charcoal, shall be used for heating, cooking or any other purposes within or on a lot. Each property owner shall provide suitable covered receptacles, which shall be maintained in good and clean condition, for the temporary storage and collection of refuse. All such receptacles shall be made of a material which will minimize noise during handling and shall be screened from public and adjoining property owner's view in a fully enclosed structure and be protected from disturbance. If and when disposal service becomes available, each home owner is required to subscribe to and use such service. These restrictions shall also apply to contractors during construction. No motor vehicle of any type, or part thereof, shall be permitted to remain on any lot or street in an exposed position, in a non-operating condition, for more than thirty days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the Committee's discretion at the expense of the lot owner, after a ten (10) day written notice.
25. **Maintenance.** Each lot and all improvements therein shall be maintained at all times by the owner in good condition and repair. The owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as the effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior condition shall not be changed without prior approval of the Committee. All appropriate repairs and replacements shall be made as often as necessary. Unightly

conditions shall constitute a public and private nuisance as defined in this Declaration. A lot owner shall maintain the landscaping on his lot in good condition, remove pine beetle trees and other dead or diseased trees, if so directed by the Committee, as well as all weeds. All owners shall control soil erosion with ground cover and grass. Helpful landscaping hints will be made available to lot owners upon request to the Committee.

26. **Livestock and Pets.** Not more than three (3) domestic animals or birds which are generally recognized as house pets shall be maintained on any lot. The raising, breeding or keeping of such pets for any commercial purpose is prohibited. If an owner chooses to keep house pets which require outdoor areas or runs, he shall provide for suitable enclosures in close proximity to his residence in such a manner so as not to be offensive to other lot owners for his outdoor pets. All such outside areas shall be subject to prior Committee approval before construction or use. An owner shall at all times have all pets under his control whether within the owner's lot or in any other location within the subdivision. No animals shall be permitted to roam at will. At the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and to charge reasonable fees for their impounding and for returning them to their owners. The Developer and the Association shall have the right to adopt further rules and regulations to enforce this provision, including a leash law. In addition, at all times the laws and ordinances pertaining to dogs and other animals of the County of Jefferson, State of Colorado, shall be obeyed. No horses or other riding animals shall be kept, ridden or otherwise maintained within any lot and the erection of any corral or stable facilities on any lot is prohibited. Nor may any other livestock, fowl or non-allowed pets be kept or maintained on any lot.
27. **Motorized and "Off-the-Road" Vehicles.** No motorized recreational vehicle shall be operated within or on a lot except on an approved driveway.
28. **Parking.** Parking shall be accommodated on the owner's lot and no parking shall be permitted on public streets or roads except for special events of not over eight (8) hours duration in any one week. Each site shall provide at least one completely enclosed two-car garage, and a minimum of two additional parking places on the lot. Each additional parking place shall contain at least 330 square feet, including driveways and shall be located entirely within lot lines. No trailer, vehicle or boat shall be constructed, reconstructed or repaired upon any lot in such manner that such activity is visible from neighboring lots or roads. All garage doors shall be kept closed at all times, except when a vehicle is actually entering or exiting the garage and except for periodic maintenance of the door or garage area. No trucks, trailers, mobile homes, truck campers, boats or commercial vehicles shall be kept, placed or maintained upon any lot, road or on a private drive within the property in such a manner that such vehicle or boat is visible from neighboring lots or roads. All recreational vehicles not properly parked or stored within or on a lot in compliance with the restrictions provided herein must be parked outside the subdivision. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempt from the provisions of this paragraph, providing that they do not remain within a lot or on subdivision streets in excess of the reasonable period of time required to perform their commercial functions.
29. **Continuity of Construction.** All structures commenced in this subdivision shall be prosecuted diligently to completion within twelve (12) months after the building permit has been issued.
30. **Nuisances and Firearms.** No noxious, noisy or offensive activity shall be permitted or carried on by anyone using or occupying a lot or by any guests within the subdivision, nor shall anything be done, or permitted, which will constitute a public or private nuisance by

appearance, or otherwise therein, nor shall any firearm be discharged within the subdivision except in self-defense. Firearms as used herein shall be construed to mean rifles, pistols, cannons, fireworks, explosives of any kind, air rifles, BB guns, pellet guns, and similar devices. Also prohibited are bow and arrows, sling shots and other such devices, except for limited use solely on the property of an owner and with safeguards to protect the persons and animals of neighbors and passersby. Nothing shall be done on or placed on any lot which may be or may become a public or private nuisance or cause unreasonable embarrassment, disturbance or annoyance to other lot owners in the enjoyment of their property. No hunting or harassment of any wildlife is permitted within the subdivision.

31. **Sewage Disposal.** Each dwelling must use a sanitary disposal system of design and installation using soil absorption systems only approved by the Jefferson County Health Department. The system must be designed by a registered professional engineer and installed by a competent licensed contractor. If public sewers become available later, dwellings then under construction or subsequently built must make use thereof.
32. **Water Supply.** The source of water supply for all lots shall be from on-lot individual domestic wells and shall be restricted for household use only. Yard irrigation and all water uses other than domestic single family in-house use are prohibited. Any conditions imposed by this Declaration and by appropriate governmental entities in connection with the issuance of any individual well permit shall be observed as well as restrictions on water use as provided in any approved official water augmentation plans for this subdivision.
33. **Contractor Approval.** The selection and use of any contractor or subcontractor or any person providing construction services must be approved by the Committee. It is suggested that all contractors, subcontractors, or persons providing construction services, have a proven performance record. All such persons must provide to the Committee qualifications on form A305 of the American Institute of Architects.

## **Article Five** Architectural Control Committee – Creation, Power and Duties

1. There is hereby established an Architectural Control Committee whose members shall be appointed by the Developer. The Committee shall consist of not less than three (3) members who shall serve for one year terms. Reappointments to this Committee shall be made by the Developer until at least sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction of residential structures on such lot. A "residential structure" as used in this paragraph, shall mean any residential structure constructed on a Spring Ranch lot that has been issued a Certificate of Occupancy from the appropriate governmental agency. The Association shall thereafter make such appointments. The vote of a majority of the Committee members shall be required for actions of or by the Committee.
2. No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made unless it complies with this Declaration, the Jefferson County, Colorado zoning resolutions or ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to the floor, elevations, plot, grading, and landscaping plans and provisions for off-street parking, the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to the Committee and approved in writing by it. Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

In passing upon all such plans and specifications, the Committee shall take into consideration: (a) the suitability of the proposed building or other structure and the materials of which it is to be erected; (b) the harmony thereof with the surroundings; and (c) the effect of the building or other structure as planned on the view from adjacent or neighboring lots. The Committee shall use reasonable judgment in passing upon all such plans and specifications.

3. The Committee, upon suitable written application, after an investigation, and after a public hearing for lot owners affected by the request if the Committee deems such a hearing necessary, or if a public hearing is provided for by this Declaration or any amendment thereof, also has the power and authority to, and may:
  - a. Grant waivers, exceptions or variances to the covenants, conditions and restrictions of this Declaration when such a grant is in harmony with intent and purposes of this Declaration.
  - b. Grant exemptions or variances to any covenant, condition or restriction when it finds that undue hardship will occur to a lot owner if the exemption or variance is not granted, and, if it also finds that the grant will not materially affect any adjoining lot owner or the subdivision in general.
4. The Committee shall act within thirty (30) days after the receipt of an application to it, provided that all required information has been submitted. It shall issue either a Certificate of Approval signed by the Committee Chairman or Vice-Chairman or a letter citing its reasons for disapproval and the requirements to obtain approval. The aforesaid period of thirty (30) days shall commence to run after written notification to the submitting owner has been made by the Committee that it has received the application and if all required plans and specifications have been received, if the permission sought is for construction plans.
5. Neither the Committee, the Developer nor the Association, nor their respective successors or assigns shall be liable in damages to anyone submitting plans to the Committee for approval. Nor shall they be liable to any owner of land or other person affected by this Declaration by reason of a mistake in judgment, negligence or non-feasance arising out of or in connection with approval or disapproval or failure to approve any plans and specifications.

Every owner or other person who submits plans or requests to the Committee for approval agrees, by submission of such plans, specifications or request, that he will not bring any action or suit against the Committee, its members, the Developer or the Association to recover any damages or loss of any kind. Approval of plans and specifications and other approvals by the Committee or by the Developer or the Association, if it is involved, shall not be deemed to constitute compliance with the requirements of any local building codes or ordinances or of any other laws and it shall be the responsibility of the owner or other person submitting plans to the Committee to comply herewith.

6. For a period of five (5) years from the date hereof, or until sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction of residential structures on such lots, whichever is later, (a "residential structure", as used in this paragraph, shall mean a residential structure constructed on a Spring Ranch lot that has been issued a Certificate of Occupancy from the appropriate governmental agency), the Developer in its own name and on behalf of the Committee and the Association shall have the right to enforce these Covenants, Conditions and Restrictions. Additionally, at the request of the Developer, the Committee or the Association, during the period of time set forth in this paragraph, shall also have the right to enforce these covenants, pursuant to Article Eight hereof. Any lot owner, at any time, may also enforce these Covenants, Conditions and Restrictions as set forth in Article Eight of the Declaration, as amended.

After the period of time set forth in this paragraph, the enforcement right of the Developer shall vest in the Association. Developer reserves the right at any time within the period set forth in this paragraph, to transfer its powers and duties to the Association, and thereafter, it shall have no authority or power of enforcement except as an owner.

#### **Article Six** Spring Ranch Property Owners' Association, Inc.

- A. **Membership.** For the benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in the subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted Articles of Incorporation, By-Laws and rules of the Spring Ranch Property Owners' Association, Inc., a non-profit corporation.
- B. **Assessments.** Payment of dues and assessments to the Association shall be in such amounts and at such times as may be determined by the Association's Board of Directors.
- C. **Lien for Assessments.** If any lot owner shall fail or refuse to make any required payment of dues and assessment when due, the amount thereof shall constitute a lien on the lot as set forth in the deed of conveyance to the owner, and upon the recording of the notice thereof by the Association in the office of the Recorder of Deeds of the County in which the property is situated, it shall be a lien upon such owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such lot owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used; and, said Association shall not foreclose its lien until at least thirty (30) days after the date of depositing such notice in the United States Mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a lot may pay any liens for common expenses payable with respect to such lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which it is added.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage of real property. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The owners shall also be required to pay the Association all assessments for the lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association acting on behalf of the lot owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary or expedient to an insurance company which will continue to give total coverage in spite of non-payment of such defaulting owner's portion of the premium.

The Association and its officers and directors shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

**D. Initial Control of Functions.** Notwithstanding any provision contained in the Declaration, the Developer shall act on behalf of the Association for the period of time set forth in Article Five, Paragraph Six, as amended.

## **Article Seven** Certificates of Compliance and Assessments

- A. Certificate of Assessments.** Upon payment of a fee set by the Association of not less than twenty five dollars (\$25.00) and upon the written request of any lot owner, mortgagee, prospective grantee or prospective mortgagee of a lot, the Developer or the Association, once it is organized and functioning, by their respective Presidents or Treasurers, shall issue a sworn Certificate in recordable form, setting forth the amount of unpaid common expenses, if any, with respect to the subject lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request for a Certificate of Assessments is complied with within fifteen (15) days after the receipt of the request, the (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee; or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessments or common expenses which became due prior to the date of making such request. No failure to comply with such request shall relieve the owner from personal liability for any unpaid assessments or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the lot by Developer
- B. Certificate of Compliance.** Upon payment of a fee set by the Association of not less than twenty five dollars (\$25.00), upon the written request of any person described in A. above, the Developer or the Association, by their respective Presidents or Treasurers, shall issue a sworn Certificate stating whether to the best of the Developer's or the Association's knowledge any lot or its owner is in violation of any of the terms and conditions of this declaration. The written statement shall be conclusive upon the Developer and the Association in favor of the persons who rely thereon in good faith.

Such a statement shall be furnished by the Developer or the Association within a reasonable time, but not to exceed fifteen (15) days from the receipt of a written request for it. In the event the Developer or the Association, after the latter has the power and authority to act, fails to furnish the statement within fifteen (15) days after it has received the fee and a written request, it shall be conclusively presumed that there are no violations of this Declaration relating to the property as to which the request was made and that said lot is in conformance with all the terms and conditions of these covenants.

## **Article Eight** Violation, Enforcement, Terms and Severability of Covenants

### **1. Violation of Covenants**

Whenever there shall have been built on any lot a structure which is in violation of these Declarations, covenants or restrictions, the Developer or the Association, once organized and functioning, shall have the right to enter upon the property as to which such violation exists, and to abate summarily and remove at the expense of the owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and such persons and their agents and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. The costs and expenses of such entry, abatement and removal shall become a lien on the lot upon the

recording by the Developer or the Association of a sworn statement with respect thereto in the Jefferson County, Colorado real property records. In addition, if any persons shall violate or threaten to violate any provisions of this Declaration, it shall be lawful for any named enforcement person or organization to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees for such violations.

Any structure on a lot, including any foundation, which has been damaged by a fire or other cause or if incomplete or abandoned, and which is not restored or completed by the lot owner to a committee approved building within six (6) months after such damage occurred or the structure or foundation has been abandoned, shall be deemed a public and private nuisance and may be, after a ninety (90) day written notice to the lot owner and all recorded security and lien holders sent certified mail return receipt to that owner's last known address, removed at the lot owner's expense and the surface restored to its reasonably natural condition at his expense by the Developer's or the Association's agent or agents. The costs so incurred shall be a lien on the lot and may be recorded and enforced as are other liens of the Developer or the Association.

## 2. Enforcement

- a. *Abatement and Suit.* These covenants, conditions and restrictions may be enforced as provided herein by the Developer acting for itself or on written recommendation of the Committee; or by the Association once it is organized and functioning; or, by a lot owner as provided herein. Each lot owner by acquiring an interest in the property irrevocably appoints the Developer for the first five years from the date of the Declaration, or until sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction or residential structures on such lots, whichever is later, (a "residential structure" as used herein, shall mean any residential structure constructed on a Spring Ranch lot that has been issued a Certificate of Occupancy from the appropriate governmental agency), and then the Association as his attorney-in-fact for such purposes, provided however, that if a lot owner notifies the Developer or the Association in writing of a claimed violation of these covenants, conditions and restrictions and the Developer or the Association fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an owner may separately at his own cost and expense, enforce these covenants, conditions and restrictions.

Violation of any covenant, condition and restriction herein contained shall give to the Developer and the Association, once it is operative as provided in the foregoing paragraphs, the right to enter upon the portion of the property wherein said violation or breach exists and to abate it summarily, and, to remove at the expense of the lot owner, any structure, thing or condition which may be or exists on the lot contrary to the intent and meaning of the provisions hereof. And, the Developer and the Association may also prosecute in law or in equity the person or persons who have violated or are attempting to violate any of these covenants, conditions or restrictions and may enjoin or prevent them from doing so, may cause said violation to be remedied and/or may seek damages for said violation.

- b. *Violation Deemed to Constitute a Nuisance.* Every violation of these covenants, conditions or restrictions or any part thereof is hereby declared to be and shall constitute a public and private nuisance, and every public or private remedy allowed therefore by law or equity against an owner shall be applicable against every such violation and may be exercised by the Developer, the Association or lot owners pursuant to this Declaration. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the Court may award reasonable

costs and attorney's fees to the prevailing party or parties. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Failure to enforce any of the covenants, conditions and restrictions herein contained shall in no event be deemed to be a waiver of any right to do so for subsequent violations or of the right to enforce any other conditions, covenants or restrictions. The Developer, the Association and other owners shall not be liable for any refusal or failure to enforce any covenants, conditions and restrictions herein contained.

3. **Term of Covenants.** Each of the covenants, conditions and reservations set forth herein shall be for the benefit of and be binding upon each lot in the subdivision and on each owner of property therein, his successors, representatives and assigns, and shall be covenants running with the land.
4. **Amendment.** For the first five (5) years after date of this Declaration, or until sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction or residential structures on such lots, whichever is later, (a "residential structure" as used herein shall mean any residential structure constructed on a Spring Ranch lot that has been issued a Certificate of Occupancy from the appropriate governmental agency), the Developer shall have the power and right to amend the Declaration. All amendments by the Developer shall be as it may determine to be necessary to carry out the general purposes and intent of the Declaration and its Protective Covenants, Conditions and Restrictions. Thereafter, the Association shall have the sole power and right to amend this Declaration, but such amendments to be valid must be approved in writing by at least two-thirds of the lot owners, or, by a vote of at least two-thirds of all lot owners. In addition, the Developer, without the duty to develop same, may amend Article One to include other lands within the property covered by these covenants so long as such land adjoins land then covered by them, and is owned by Developer at the time of the amendment. The amendment to include such land shall be effected by Developer recording a Declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to this Declaration. For the purposes of this paragraph, land separated only by roads shall be deemed to "adjoin".
5. **County Regulations.** To the extent that applicable county or other governmental regulations, rules or codes and ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.
6. **Severability.** Invalidation of any of these covenants or any part thereof by judgments or court orders shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

# Architectural Guidelines of the Spring Ranch Property Owners' Association

The Architectural Control Committee Residential Design and Home Improvements Guidelines and Construction Regulations.

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## ***I. Purpose and Intent***

Since the Architectural Control Committee is in existence and has assumed its duties, it deems necessary to clarify the procedure and requirements to be followed for design review and approval and to avoid misunderstandings.

These guidelines are supplemental to and augment the Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch and do not in any way alter the provisions and requirements of the Declaration.

To assure owners and residents of Spring Ranch that proper standards of development and construction will be maintained and to achieve the anticipated goal of the highest quality for the benefit of all, the Architectural Control Committee ("Committee") has established these guidelines for design review and approval.

An owner should familiarize oneself with the various clauses and covenants of the Declaration and these guidelines. They should allow for sufficient lead time and follow the review procedures as outlined hereafter.

## ***II. Design Philosophy***

Spring Ranch is an area of unique natural beauty combining an environment of mountains, open meadows, dense and sparse tree standings and variable views. The visibility among the lots demands the careful selection of dwelling sites and the control of any structure thereon by an evaluation of the specific characteristics of each particular lot, its neighboring lots and its surroundings to insure the most benefit to each lot owner. It is the common desire, intent, and purpose to create a community of high quality development and construction, one in which the natural character of the area is preserved and complimented and the views enhanced.

Because of the significant existing landscape, any structure placed on a site becomes an imposition or in itself a landscape element. Consequently, residential construction and landscape improvements will dominate a site until such time as landscape elements, such as trees and shrubs, mature and reduce the massive appearance of the constructed elements. It is the objective here to define a design character in which the forms of the buildings, particularly roof forms, along with elevation consistency and interest, colors and building location will blend together to provide a positive design character throughout Spring Ranch.

The intent of these guidelines is to accomplish a community development that achieves harmony among dwellings and between each dwelling and its surrounding landscape, yet allows individual identity to the dwelling. Different architectural designs and styles will come together, and the

efforts of one designer, owner, or builder should not be damaged or devaluated by an incompatible design of a neighbor.

The guidelines apply primarily to:

- A. Assuring compatibility and harmony of exteriors, materials and design.
- B. Relating proposed improvements to the natural features of the land, and to neighboring structures and other improvements to protect views.
- C. Conforming the plans and specifications to the purpose and intent of the Declaration.
- D. Have each design be consistent with its architectural theme set forth.
- E. Provide designs that set forth unity and are of outstanding appearance on all four sides.

### III. *Definitions*

Unless the context otherwise specifies or requires, the following words or phrases when used in this text shall have the following specified meanings:

- A. **Committee:** The Architectural Control Committee established by the developer pursuant to the Declaration.
- B. **Guidelines:** Those restrictions, review procedures and construction regulations adopted and enforced by the Committee as set forth in this document and the Declaration and as amended from time to time by the Developer and/or the Committee.
- C. **Builder/Contractor:** A person or entity engaged by an owner for the purpose of constructing a dwelling on such owner's lot. The contractor and owner may be the same person or entity.
- D. **Declaration:** *The Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch* recorded by the developer for Spring Ranch.
- E. **Developer:** Coring Corporation, a Colorado Corporation, its successors or assigns, and its agent.
- F. **Dwelling:** A residence constructed or proposed to be constructed on a lot in Spring Ranch and any improvements constructed in connection therewith.
- G. **Spring Ranch:** Shall mean and refer to the subdivision according to the recorded plat thereof, Jefferson County, Colorado.
- H. **Improvement:** Any changes, alterations or additions to a lot from its condition at the time of purchase from the developer.
- I. **Lot:** A platted lot or building site within Spring Ranch.
- J. **Park:** All land, improvements, and other properties now or hereafter owned or leased by the developer or the Spring Ranch Property Owners' Association, Inc.
- K. **Spring Ranch Property Owners' Association, Inc.:** A non-profit corporation formed under that name by the developer whose Articles of Incorporation are filed with the Colorado Secretary of State and whose By laws have been adopted.
- L. **Owner:** Shall mean the record owner, whether of one or more persons or entities, of the fee simple title to any single family lot situated within the subdivision Spring Ranch. For

the purpose herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such capacity.

#### **IV. Design Guidelines**

The Committee will review each plan for a building in relation to the specific characteristics of the subject lot and its surroundings. The basic objective is to achieve compatibility of the building and other improvements with the subject lot and the immediate surroundings. The site consideration review is, in summary, specific to the site itself. Because there are no two lots exactly alike in Spring Ranch, the Committee may consider a site selection and design concept as appropriate for one lot which may be inappropriate for another. This flexibility is essential to the appropriate use of widely varying lot conditions and topography.

No mandatory "style" of architecture is anticipated for Spring Ranch. Emphasis is placed on quality and harmony between the particular lot and general landscape as the only constant.

Dwellings with an unfinished appearance or rugged cabin finish or design shall not be permitted. Considering the unique setting of Spring Ranch, dwellings with strong traditional styles and flavor, or prominent urban or city appearance may be deemed inappropriate for Spring Ranch by the Committee.

For basic building restrictions, reference is made to Article Four of the Declaration, A. *Covenants, Conditions and Restrictions*, and B. *General Restrictions*.

Any changes to the approved plans before, during or after the construction of a dwelling must first be submitted to the Committee for approval.

All structures will conform to all applicable building codes and ordinances. Approval by the Committee does not constitute or imply compliance with such codes and ordinances.

#### **V. Architectural Review Procedures**

Unless otherwise provided or directed, all plans and specifications will be submitted to the Committee as specified in the Declaration, and in accordance with the following submittal and review procedures.

##### **A. Pre-Design Meeting and Dwelling Site Approval (Article Four, A.2 and A.3)**

Prior to preparing preliminary plans for a proposed improvement on any lot, it is mandatory that the owner and/or his architect shall meet with the Committee to explore and resolve any questions regarding selection of a dwelling site and any proposed construction in Spring Ranch. This informal review is to offer guidance prior to initiating preliminary design. The dwelling site chosen must be approved in writing (*Application for Dwelling Site Approval*) by the Committee.

After building site approval and indication of both water well and septic system locations, a permit to build a soil absorption sewage disposal system, designed by a registered professional engineer, has to be obtained prior to application for a well permit.

An owner should be aware of the recommendation made with reference to Note 14, Sheet 1, Spring Ranch plat, to install "in house storage facilities of at least 700 gallons of water."

To insure hook-ups, the owner should apply with the public utilities for electric and natural gas services as soon as possible. Advance notice to the utility companies will provide for orderly service installation and connection.

### B. Preliminary Plan Submittal

Preliminary plans submitted to the Committee are to include all of the exhibits as outlined hereafter in a total of 4 sets.

1. A \$150.00 *review fee*, or as revised by the Committee.
2. Completed *Application For Preliminary Plan Review and Approval*.
3. *Site Plan*, scale 1"=100', showing structures, driveways, water wells and septic systems on adjoining lots.
4. *Site Plan*, scale 1"=30', indicating location of buildings, water well, septic tank and leach field, road access, driveway and off street parking, elevations, grading that includes existing and proposed topography, easements, utilities and manner and method of utilization of all utilities and any accessory improvements contemplated on the lot.
5. *Landscape Plan* with survey information indicating site drainage and all trees that will be taken out within 20' of improvements. Owner shall be responsible and shall certify for verification and accuracy all lot dimensions, grades, elevations and locations of key features of the natural terrain.
6. *Floor Plans and Roof plan*, scale 1/8"= 1' minimum.
7. *All Exterior Elevations*, scale 1/8"= 1' minimum, indicating existing and proposed grade lines.
8. Indication of all *exterior materials and colors*.
9. A *perspective or study model* of the structure sufficient to illustrate the general design characteristics would be appreciated and may be required for further clarification by the Committee.

The Committee will conduct reviews during its regular monthly meetings every other week, adjusted as necessary.

### C. Final Plan Submittal

After preliminary approval has been issued in writing by the Committee, the following documents, along with the *Application for Final Plan Approval*, are to be submitted for final approval. A total of 4 sets must be submitted.

1. A working *time schedule* indicating starting and completion dates of the dwelling including utility hook-ups and landscaping work.
2. *Site Plan*, scale 1"=30', showing final location of buildings, water well, septic tank and leach field, road access, driveway and off street parking, utility connections with transformer and meter locations, elevations, grading including existing and proposed topography, finished floor and garage spot elevations.
3. Complete *landscaping plan* and site drainage to include revegetative seed mixes and ground covers, plant material additions by common botanical name, driveway, slopes, retaining walls and decorative features if not shown elsewhere on architectural plans, fences, accessory structures, exterior lighting, equipment, antennas, windmills etc.

If not in existence on a particular lot, trees shall be planted to protect views from adjacent lots. Minimum evergreen tree size is 5'-0" high; deciduous trees minimum size is 1-1/2" to 2" caliper; evergreen bush minimum size is 5 gallon, 24" spread. Minimum plant material quantity to be considered by owners on lots without dense tree cover is 10 trees and 40 bushes per site. Use of rock ground cover shall be limited to defined areas and subject to Committee approval.

4. *Floor Plans and Roof Plan* in the form of final working drawings and specifications. Square footages.
5. All *Exterior Elevations* showing existing and proposed grades.
6. Wall *sections*, details of fireplaces, exterior stairs, decks and railings etc.
7. *Samples* of all exterior materials and colors, window and glass specifications. Samples must be presented on a board clearly marked with owners name and lot number. All samples to be identified with manufacturer's name, color and/or number.
8. *Building section/s* indicating existing and proposed grade lines on the site.

In addition to the above, all exterior corners of the building proposed shall be staked on the site for the Committee's inspection.

Construction may commence only after final approval has been granted in writing by the Committee. However, at least three (3) days prior to commencement of construction the owner shall notify the Committee so that it can make a visual inspection of the lot to insure that the final building layout and staking is in accordance with the final plan approved by the Committee.

Engineering certification of foundations and the securing of a building permit is the responsibility of the owner and/or builder. Construction documents (working drawings and specifications) are to be in accordance with the design approved in the final submittal.

Construction shall not commence until all of the above requirements are satisfied.

Additional construction, landscaping or other improvements to a dwelling during construction and/or changes after completion of an approved structure must be submitted, using the *Application for Approval of Changes and Additions*, to the Committee for approval 15 days prior to initiating such changes and/or additions.

#### **D. Resubmittal of Plans**

In the event of any disapproval by the Committee of either a preliminary or a final submission, the resubmissions of plans will follow the same procedure as an original submittal.

#### **E. Work In Progress**

The Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection and notification during the construction period does not constitute either approval by the Committee with the work in progress or compliance with these Guidelines or the Declaration.

#### **F. Completed Work**

Upon completion of any dwelling or other improvement for which final approval was given by the Committee, the owner shall give written notice of completion to the Committee for final inspection.

Within reasonable time, but in no case exceeding fifteen (15) days from receipt of such written notice from the owner or its authorized agent, the Committee may inspect the improvements. If it is found that such work was not done in strict compliance with the final plan submitted or required to be submitted for its prior approval, the Committee shall notify the owner in writing of such noncompliance, and shall require the owner to remedy the same.

If the owner shall fail to remedy such noncompliance within thirty (30) days from the date of such notification by the Committee, the Committee shall notify the owner, and it may take such action to remove the improvements in noncompliance as is provided for in the Declaration.

If, after receipt of written notice of completion from the owner, the Committee fails to notify the owner of any failure to comply with its directives within the period provided above, the improvements shall be deemed to be in accordance with the approved final plan.

#### **G. Right of Waiver**

The Committee reserves the right to waive or vary any of the procedures or guidelines set forth herein at its discretion, for good cause shown. It reserves further the right to amend, supplement or repeal these guidelines and review procedures at any time. Any matter, condition or material not defined herein shall remain a matter of discretion on the part of the Committee.

## **VI. Construction Regulations**

The Committee and the Developer have established certain construction and safety regulations for the benefit of owners, residents and builders in Spring Ranch in order to ensure safe, neat and orderly construction sites and activities during the construction period.

It is of utmost importance that anyone conducting construction activities within Spring Ranch exert extreme care in preventing conditions that are unsafe or that could constitute fire, wind or other hazards. The Developer and the Committee will not tolerate any activity that, in their opinion, constitutes such hazards.

#### **A. Pre-construction conference**

Prior to commencing construction, the builder/contractor will meet with the Committee to review procedures and coordinate his activities in Spring Ranch. All applicable OSHA regulations and guidelines will be strictly observed at all times.

#### **B. Construction trailers, portable field offices, etc.**

Any owner or his contractor may first apply for and obtain written approval from the Committee to use a trailer as a temporary construction office for a period not exceeding 6 months during construction. Such temporary structures shall be located only in a location approved by the Committee and shall be removed upon completion of construction.

#### **C. Storage of materials and equipment**

Owners and contractors are permitted to store construction materials and equipment on the construction site during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the approved construction site (owners or builders lot) is not allowed, except with Committee approval. Any storage of materials and equipment shall be the responsibility of the owner or contractor; no security for this storage is provided by Spring Ranch.

Owners and contractors will not disturb, damage or trespass on other lots or parkland. Should any such damage occur, it will be restored and repaired at the offender's expense.

**D. Debris and trash removal**

Owners and contractors shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week by every Friday to a dumping site located off Spring Ranch. It is required to locate a trash container on each construction site for the containment of lightweight materials which may blow off the site. Owners and contractors are prohibited from dumping, burying, or burning trash anywhere within Spring Ranch.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other lots and the park area. Any clean up costs incurred by the Developer will be billed to the lot owner. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed from public or private roads, driveways or other portions of Spring Ranch.

**E. Sanitary facilities**

Each owner and contractor shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Committee.

**F. Parking areas**

Construction crews will not park on, or otherwise use other lots or the park area. Private and construction vehicles and machinery will be parked in areas designated by the Committee or Developer or on the street in front of the lot being developed during construction when reasonably necessary for the work. Machinery may be parked only on the construction site.

**G. Conservation of landscaping materials**

Owners and contractors are apprised of the fact that the lots contain valuable native plants and other natural landscaping materials that should be salvaged before and during construction. This includes:

1. topsoil
2. rock
3. shrubs and trees
4. weathered wood (where applicable)

Materials that cannot be removed should be flagged as salvageable and protected by flagging, fencing or barriers. Any trees or branches removed at initial excavation must be promptly cleaned-up and removed from the site to avoid insect infestations. In addition:

1. branches and stumps must be hauled off site
2. logs must be stacked or removed

Driving on the construction site shall be limited to driveways and areas defined by actual construction activity.

**H. Excavation materials**

Any excess excavation material shall be hauled off site or placed in areas designated by the Committee.

**J. Blasting**

If any blasting is to occur, the Committee shall be informed far enough in advance to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting.

**K. Restoration or repair of other property damaged**

Damage and scarring to other property, including, but not limited to, parks, lakes, roads, driveways and/or other improvements will not be permitted. If any such damage occurs, it will be repaired and/or restored promptly at the expense of the person or entity causing the damage.

Upon completion of construction, each owner and contractor shall clean his construction site and repair all property that was damaged, including but not limited to restoring grades, planting grass and ground cover and trees as approved by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

**L. Construction time period**

All structures commenced in Spring Ranch and all grading work must be completed within one year unless such work cannot be completed because of war, governmental regulations or order, acts of God, or other forces of nature (as determined by the Committee).

**M. Miscellaneous and general practices**

The following practices are prohibited in Spring Ranch:

1. Changing oil on any vehicle or equipment.
2. Allowing concrete suppliers and contractors to clean their equipment other than at a location designated for that purpose by the Developer or the Committee.
3. Removing any rocks, plant material, topsoil, or similar items from any other property within Spring Ranch, including construction sites.
4. Carrying any type of firearms on the property.
5. Careless disposition of cigarettes and other flammable material.
6. Using disposal methods or units other than those approved by the Committee.

N. During construction, pets, particularly dogs, are highly discouraged in Spring Ranch. Any dogs or other pets will be on a leash and completely under the control of its owner at all times. No animal shall be permitted to roam at will throughout Spring Ranch. In the event of any violation the Developer or the Committee may take such action as provided in the Declaration.

O. All lot owners in Spring Ranch will be responsible for the conduct and behavior of their representatives, builders, contractors, and subcontractors.

P. At least one 10 lb. ABC rated dry chemical fire extinguisher should be present and available in a conspicuous place on the construction site at all times.

Any deviation from these guidelines must be approved by the Developer or the Committee.

# The Architectural Control Committee and the Submittal Process Overview

## Statement from the Review Committee

The primary function of the Architectural Control Committee is to administrate, during the entire design process, the intentions and directives as set forth by the *Declaration of Protective Covenants and Architectural Guidelines*. In the years that the Committee has convened and evaluated submittals, experience has defined a set of ideas and procedures that we offer to the prospective owner, architect and builder in an effort to promote a smooth and amicable submittal process.

The Committee must coordinate the interests of all lot owners regarding each others privacy, sight lines, views and architectural appearance. Therefore, site planning issues are of central importance. The required **Pre-Design Meeting** is normally held on site and involves the owner, architect, and any number of Committee members. This meeting is especially crucial in that it introduces the Committee's thoughts on a particular site and its relationship to those around it. Our experience concerning dwelling location, driveways, wells, septic fields and the "lay of the land" will be of some resource to the designer. This meeting will expedite the **Dwelling Site Approval** and provide a common ground of understanding at the outset of the submittal process.

The site visit also minimizes misunderstandings and surprises during **Preliminary Plan Review** which, in itself, is the primary arena for establishing all parameters for the project. (The Final Plan Review is, ideally, nothing more than reviewing the refined product as it relates to issues previously discussed.) The documentation for the Preliminary Review does not have to be a sophisticated presentation, but it must at least satisfy all documentation requirements on the submittal form and express all intentions for improving the property. Of particular importance to the Committee during Preliminary Review:

- Suitably accurate corner stakes on site, outlining the house and driveway access. Indicate a clearly recognizable feature near the dwelling site (rock, tree base, stake, etc.) to be used as a benchmark for spot elevations.
- Dwelling site with spot elevations and grading information should be placed on the Site Plan that indicates major site features, along with landscaping intentions. Be sure to note floor elevations on building plans.
- Intended use of exterior materials, indicated on elevations. Remember roof slope and bulk plane limitations. Existing and proposed grading should be accurately represented on the building elevations.

The Committee's primary mission of resolving site planning issues relating to the whole of Spring Ranch will necessarily turn to those site specific issues involving architectural design. The *Guidelines* clearly outline the themes initially established to aid the designer in delineating an approach that is sympathetic to the landscape. We would like to add the following thoughts:

- Compatibility and harmony with the natural surroundings and existing structures does not preclude variety and creative response to the site. We welcome innovative use of material and building forms insofar as they conform to the intent and purpose of the Covenants and Guidelines.
- Cut and fill should be balanced – extensive fill is undesirable.
- The Committee urges lot owners and their architects to be particularly responsive to those strategies commonly taken with sloped sites. A stepping down of platforms, roof variation or any device that responds to the existing topography is desirable. There may be circumstances where the dwelling site is relatively flat, a linear organization follows a

contour, or the desire to keep the main level on one elevation is felt to be necessary – in these cases, avoiding massive volumes by “fracturing” long flat elevations and roof forms, or providing surfaces with horizontal and/or vertical relief and shadow detailing can mitigate the monolithic appearance that is specifically discouraged.

- The decks that often project over walk-out levels should be integrated with the overall design and can be used to add interest and variety to the overall dwelling form. Care should be taken, however, to provide sufficient daylighting to the living spaces below and that their structural supports are appropriately scaled and detailed. (Simple 4x4 columns or extremely high deck supports are strongly discouraged). Heights of any downslope columns need to be controlled by careful coordination with proposed finished grades at each of their locations.
- The overall design should maintain a certain continuity of appearance around all four elevations and from floor to floor.

The Committee has great interest in sharing its knowledge of the land and submittal process. There should be no hesitation in openly communicating any need for clarification and guidance.

### Site Review and Dwelling Site Submittal

Prior to the property owner incurring considerable expense in the design of a residential unit, the property owner will meet with the Spring Ranch Architectural Control Committee for purposes of reviewing the proposed improvement locations which the property owner has chosen. Prior to this meeting, the property owner will employ the services of a registered civil engineer to prepare a site plan (scale 1" = 100') showing the proposed house location and all improvements to the site including driveways, structures, wells, septic systems (tank and leach field) and any other improvements. The site plan shall also include the above mentioned improvements for all lots which are contiguous to the lot on which the property owner is submitting. The proposed house location will be staked by a registered civil engineer showing all house corner locations. The driveway will also be staked at its center line at 30' intervals. If the property owner's plans will include any additional structures, these will need to be staked prior to contacting the Architectural Control Committee. After all of the above has been completed, contact one of the members of the Architectural Control Committee to submit the site plan in four (4) copies and to schedule a meeting with the Architectural Control Committee to review the staked site improvements as well as discuss any other information concerning the proposed design. This submission will be accompanied by the Application for Drawing Site Plan Approval form.

### Preliminary Plan Submittal

Upon acceptance and approval of the improvement locations, the Architectural Control Committee will accept the Preliminary Plan Submittal. Preliminary plans will be submitted to the Architectural Control Committee in the total of four (4) sets in accordance with the requirements in the Spring Ranch Architectural Guidelines, to include the following:

1. **Site Plan** – Scale 1"= 100'. This site plan was prepared during the Dwelling Site Approval phase.
2. **Site Plan** – Scale 1"= 30'. This site plan should show all existing topography and proposed new grading in no greater than 2' increments. Include preliminary landscaping plans, as well as dwelling location, well and septic placement, trees, rock outcroppings and other prominent site features.  
This is a very important drawing.
3. **Roof Plan** – 1/8"= 1'-0" or 1/4"= 1'-0"
4. **Floor Plans** – 1/8"= 1'-0" or 1/4"= 1'-0".

5. **All Exterior Elevations** – 1/8"= 1'-0" or 1/4"= 1'-0".
6. **Colors and Materials** – Indicate all intended use of exterior materials and colors.
7. **Model of Structure** (optional).
8. **Application for Preliminary Plan Review and Approval Form** – This form will include a water well permit number, septic system permit number, septic system soils report and design, sq. ft. calculations and other information required.
9. **Architectural Control Committee Review Fee** – \$150.00.

Upon receipt of the four (4) sets of plans containing the above referenced information, the Spring Ranch Architectural Control Committee members will review independently the submission and then meet as a group to review the specific proposal, whereupon the Committee will approve, disapprove, or approve with qualifications the submission. If the submission is approved, or approved with qualifications, the property owner can submit the final plan submission to the Architectural Control Committee. If the submission is disapproved, the property owner will resubmit the Application for Preliminary Plan Review and Approval along with all the requirements set forth herein.

### **Final Plan Submittal**

The requirements of the Final Plan Submission include all the information submitted in the Preliminary Plan Submittal stage in a corrected or revised form as appropriate, and submitted in four (4) copies, as well as additional information required under the Spring Ranch Architectural Guidelines. These would include the following:

1. A complete **landscape plan** indicating seed mixes and other planting material listed by common and botanical names.
2. **Retaining walls and site decorative features** not previously submitted.
3. **Wall sections.**
4. At least one **cross section** of the structure in each direction showing existing and proposed grade lines.
5. **Color Samples** – Present sample colors of all proposed exterior materials including glazing and list manufacturers' names and identification numbers.
6. A completed **construction schedule** of all improvements and landscaping.
7. AIA Document A305 **Contractor's Qualification Statement** or other resume of proposed general contractor showing past projects and a list of references from past clients and any other information substantiating the general contractor's qualifications as a builder.
8. The **Application for Final Plan Approval Form.**

The exterior corners of the building will be restaked if there have been any changes to the location of the building or other site improvements. This submission set will require a structural engineer's stamp on any foundation or framing plans.

The Architectural Control Committee will approve, disapprove or approve with qualifications the submission. If the Committee disapproves the drawings and requires a resubmittal at final submission stage, the same procedures will be followed as in the first final submission.

Upon approval of the final plan submittal, the property owner will submit the drawings to Jefferson County Building Department for receipt of a Building Permit. Upon approval by the

Jefferson County Building Department, the property owner will notify the Spring Ranch Architectural Control Committee that construction is intended to commence within three days and the property owner will submit a copy of the Building Permit to the Architectural Control Committee for filing. Any stipulations, qualifications or other material modifications made by the Jefferson County Building Department will also be communicated to the Architectural Control Committee at this time.

### **Design Change Submittal**

1. *Changes During the Construction Phase* – It is quite common that changes will occur during construction. Any change which alters the exterior appearance of the home in any way will require approval of the Architectural Control Committee. Any change in location of any site improvement will also require approval of the Architectural Control Committee. When changes of this nature occur, the Architectural Control Committee shall be notified by submission of the completed Spring Ranch **Application for Approval of Changes and Additions** form to the Architectural Control Committee for their review. The Architectural Control Committee will meet timely so that these changes can be approved so as not to affect the construction schedule; therefore, it is very important that when the property owner realizes a change will be made, the Committee be notified immediately to avoid impacting the construction schedule.
2. *Changes After Home is Completed* – Any changes proposed for the home in the future will require approval by the Architectural Control Committee if they affect the exterior appearance of the home or any improvements, or if new improvements are planned. This includes repainting of the home if new colors are desired. The same procedures should be followed, including completing the Application for Approval of Changes and Additions form. This would include new color samples if new materials or colors are to be utilized.

### **Construction Phase**

All construction related requirements in the Architectural Guidelines will be followed by the property owner's general contractor or subcontractors as they relate to cleanliness of the site, safety regulations, fire and other hazards, trailer locations, sanitary facilities, signage, material storage, debris and trash removal, parking areas, cleanup of refuse, excavation, blasting, restoration or repair of damaged property and other general practices as required in the Architectural Guidelines.

### **Inspections**

All construction inspections will be completed by the Jefferson County Building Department in accordance with their requirements. Periodically, the Architectural Control Committee will inspect the home, sitework and other improvements to verify compliance with all of the regulations set forth in the Spring Ranch Architectural Guidelines.

### **Certificate of Occupancy**

A certificate of occupancy will be issued by Jefferson County Building Department upon completion of construction and will be coordinated by the property owner or the property owner's contractor with the Jefferson County Building Department. Upon receipt of a Certificate of Occupancy, the property owner will notify the Committee for a final review.

# Articles of Incorporation of The Spring Ranch Property Owners' Association

Exerpts from the Articles of Incorporation for the Spring Ranch Property Owners' Association, a Non-Profit Corporation, as filed November 18, 1980, and amended October 18, 1983.

- I. The name of the corporation is  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION, INC. ,  
hereinafter called the "Association."
- II. The existence of the corporation shall be perpetual.
- III. (The principal and registered office of the Association is commonly located at the current address of the serving Association president).
- IV. Omitted.
- V. **Purpose and Powers of the Association.** This Association is not one for pecuniary gain or profit to the members thereof. The general purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the lots and their improvements in Spring Ranch, a platted subdivision in Jefferson County, Colorado, in accordance with a written Declaration of Protective Covenants, Conditions and Restrictions and as the same may be amended; and, to have and exercise in addition, any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of Colorado may now or hereafter have or exercise.
- VI. **Persons Covered By These Articles.** Every Person or entity who is a record owner of a fee simple interest in a lot or has a real property interest in a contract of purchase of any lot within the Subdivision or in any other real property hereafter acquired or annexed, which is subject to the terms of the "Declaration" shall be subject to assessments by the Association on such property for Association purposes. All fee simple owners of record shall be members of the Association. The foregoing is not intended to nor shall it include persons or entities who hold an interest merely as security for the performance of an obligation or who are lessees or renters. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Fee simple ownership of a lot or lots subject to the Declaration shall be the sole qualification for membership.
- VII. **Voting Rights.** The Association shall have one class of voting membership. It shall consist of all of the fee simple lot owners. Lot owners shall be entitled to one (1) vote for each lot which they own. When more than one person holds ownership in a lot, all such persons shall be members, provided, however, that the vote for such a lot shall be exercised as the several owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one lot. For a period of five (5) years after the date of the Declaration, or until sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction of residential structures on such lots, whichever is later, the Coring Corporation and its successors and assigns, as Developer and as the Declarant in the Declaration described in Section V herein, shall have the sole right to vote for all lots and lot owners in all Association matters and affairs. As used herein, the term "residential structure" shall mean any residential structure constructed on a Spring Ranch lot that has been issued a Certificate of Occupancy from the appropriate governmental agency.
- VIII. **Board of Directors.** The number of directors constituting the Board of Directors of the Corporation shall be no more than seven (7). As amended by the Association at the annual meeting, June 24, 1996.

- IX. Dissolution.** The Association may be dissolved according to law, and in accordance with the requirements of any water decrees then in effect, with the assent given in writing and signed by not less than two-thirds (2/3) vote of all lot owners or by a two-thirds (2/3) vote of lot owners at any regular or special meeting of the Association. Upon dissolution of the Association, its then net remaining assets shall be conveyed, transferred and dedicated only in accordance with applicable laws and regulations to an appropriate public agency or to a Colorado non-profit corporation dedicated to similar purposes as the dissolving corporation.
- X. Amendments.** Amendments of these Articles shall require the assent of not less than two-thirds (2/3) of the entire owner membership of the Association, provided, however, that a period of five (5) years, or until sixty percent (60%) of all lots in the Spring Ranch Subdivision, County of Jefferson, State of Colorado, described as: All lots, Streets, Drives, Roads, Parks, Lakes, and Easements platted as Spring Ranch, Plat No. 54-11-78, as recorded October 2, 1980, in the office of the Clerk and Recorder of Jefferson County, Colorado, under Reception No. 80074023, are improved by the construction of residential structures on such lots, the Developer, its successors or assigns may amend these Articles on behalf of the Association without the consent of any of the members of the Association and it is hereby appointed as the attorney-in-fact for the Association to effectuate such amendments. As used herein, the term "residential structure" shall mean any residential structure constructed on a Spring Ranch lot that has been issued a Certificate of Occupancy from the appropriate governmental agency.

## **By-Laws**

# **The Spring Ranch Property Owners' Association**

As adopted December 3, 1981 and amended August 12, 1983

### **Article I Name and Location**

The name of the corporation is The Spring Ranch Property Owners' Association, Inc., hereinafter referred to as the "Association." The principal and the registered office of the corporation shall be that of its President unless otherwise directed by the Board of Directors.

### **Article II Definitions**

*Section 1.* "Association" shall mean and refer to The Spring Ranch Property Owners' Association, Inc., its successors and assigns and to that Association as described in Article III, Definitions of the Declaration of the Protective Covenants, Conditions and Restrictions for Spring Ranch, filed under Reception No. 80084053 on November 5, 1980 in the real property records of Jefferson County, Colorado and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

*Section 2.* "Declaration" shall mean and refer to the Declaration of the Protective Covenants, Conditions and Restrictions for Spring Ranch, described in Section 1 of this Article II.

*Section 3.* All other definitions used or referred to by in or under these By-Laws shall be those set forth in Article Three, Definitions of the Declaration.

### **Article III Membership and Meeting of Members**

*Section 1. Membership.* Membership shall be of those lot owners described in Article 6, Section A of the Declaration and in the Articles of Incorporation of the Association. Each lot owner shall within 15 days after receiving his written contract of sale or his deed, whether or not recorded, mail or deliver a photocopy thereof to the registered office of the corporation and furnish said office at that time his current correct mailing address and telephone number. Changes of such addresses and/or telephone numbers shall be furnished in the same manner within 15 days after they occur. A photocopy of any later recorded contract of sale or deed shall also be furnished in the same manner within 15 days after said recording. No lot owner shall have any right of Notice or the right to vote under the Articles of Incorporation or By-Laws unless he or she or it have fully complied with this Section. A lot owner who ceases to be an owner for any reason shall have no voting rights but such termination of ownership shall not release or relieve said former owner of any liabilities or obligations incurred during the period of his, her or its membership.

*Section 2. Voting.* Voting and voting rights shall be as set forth in Section VII "Voting Rights" of the Articles of Incorporation of the Association. Cumulative voting shall not be allowed. And voting rights of delinquent owners shall be governed by Article VIII, Section 3 of these By-Laws.

*Section 3. Annual Meeting.* The place, date and time of all annual meetings shall be as specified by the Board of Directors and shall be held within the State of Colorado.

*Section 4. Special Meetings.* Special Meetings, for the stated purposes thereof, of the members may be called at any time by the President or by the majority of the Board of Directors, or upon written request of one-quarter (1/4) of the members of the Association.

*Section 5. Notice of Meetings.* Written notices of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such Notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association,

or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of any meeting may be waived in writing by any member entitled to vote, either prior to, at, or following any meeting. The presence of a voting member at any meeting shall also constitute notice of that meeting. In accordance with the Declaration of Protective Covenants of Spring Ranch, Coring Corporation shall be and is the only voting member for the first five (5) years following the date of the filing of the said Declaration, or until sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction of residential structures on such lots, whichever is later. As used herein, the term "residential structure" shall mean any residential structure constructed on a Spring Ranch lot that has been issued a certificate of occupancy from the appropriate governmental agency.

*Section 6. Quorum.* The presence at the meeting of the members entitled to cast, or proxies entitled to cast, votes for one-fourth of the lots of the membership shall constitute a quorum for any action except as may be otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as foresaid shall be present or be represented. A majority of those present or voting after a quorum is present shall have the power to carry out the purposes of the meeting. Every act or decision done or made by a majority of the members at a duly held meeting at which a quorum is present shall be regarded as and be the act of that membership meeting.

*Section 7. Proxies.* At all meetings of members, each member may vote in person or by written proxy. All proxies shall be filed with the secretary at least twenty four (24) hours before the meeting at which it is to be first used and may be in force for up to eleven (11) months after the date thereof. Multiple registered owners of each lot shall designate only one person as their proxy. Every proxy shall be revocable at any time until acted under and shall automatically cease upon conveyance by the member of his lot.

*Section 8. Order of Business At All Meetings.* The order of business at all meetings, unless waived by the majority of those present and voting, shall be:

- a. Roll call and certifying of proxies;
- b. Proof of Notice of meeting or Waivers of Notice;
- c. Reading and disposition of Minutes of prior meetings;
- d. Reports of officers;
- e. Reports of committees;
- f. Election of directors and officers when proper;
- g. Unfinished business;
- h. New business and miscellaneous;
- i. Adjournment.

#### **Article IV Board Of Directors, Election, Term of Office**

*Section 1. Number.* The number of directors constituting the Board of Directors of the Corporation is three (3), who need not be lot owners or members of the association. After the expiration of the five (5) year period from the date the Articles of Incorporation were filed with the Secretary of State for Colorado, or until sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction of residential structures on such lots, whichever is later, the number of directors shall be no more than seven (7). As used herein, the term "residential structure" shall mean any residential structure constructed on a Spring Ranch lot that has been issued a certificate of occupancy from the appropriate governmental agency.

*Section 2. Terms of Office.* After the period of time set forth in the By-Laws, Article IV, Section 1, as amended, when up to seven (7) directors are to be elected to the Board, the members shall

elect two (2) directors for a term of one year each, two (2) directors for terms of two years each and one (1) director for a term of three years. At each annual meeting thereafter, the members shall elect the director(s) for a term of three years for each respective director's position which expires that year. They shall hold office until the next annual meeting or until their successors are elected and qualified.

*Section 3. Removal.* Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of the death, resignation or removal of a director, his successor shall be elected by the remaining members of the board and he shall serve for the unexpired term of his predecessor.

*Section 4. Compensation.* No director shall receive compensation for any service he may render as a director to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

*Section 5. Action Taken Without A Meeting.* The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

*Section 6. Nomination.* Nomination for election to the Board of Directors may be made in writing by the members and any such nomination shall be submitted to the then existing Board of Directors no less than twenty (20) days prior to the annual meeting. Nominations may also be made from the floor at the annual meeting by any member. If no such written or floor nominations have been made, or if an insufficient number of nominations has been presented, then the Board of Directors shall nominate sufficient eligible persons for the number of vacancies to be filled. The Board may require prior consent of any nominee before permitting his or her name to be voted on.

*Section 7. Election.* Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

*Section 8. Annual Meetings.* The first annual meeting of the Board of Directors shall be held following the first annual meeting of the members, or as soon thereafter as is practicable. Each subsequent annual meeting shall be held following that year's annual meeting of the members, or as soon thereafter as is practicable.

*Section 9. Regular Meetings.* Regular meetings of the Board of Directors may be held quarterly at such place, date and hour as may be fixed from time to time by resolution of the Board of Directors. At least one annual meeting of members and the Board shall be held during each fiscal year.

*Section 10. Special Meetings.* Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors.

*Section 11. Notice.* All regular and special directors' meetings shall be called either by at least ten (10) day written notice sent to the last known address of each director, or, by a telephonic notice from the President or secretary made at least twenty-four (24) hours before the date and time specified for the meeting. All meetings shall be held in the State of Colorado. Written Waivers of Notice of a meeting, as well as attendance at any meeting, shall also constitute notice of said meeting.

*Section 12. Assent.* Any Director present at any meeting who does not vote contrary to a motion, resolution, or action authorized shall be presumed to have assented to the action taken.

*Section 13. Quorum.* A majority of the directors present shall constitute a quorum for the transaction of business at their respective meetings. Every act or decision done or made by a majority of the directors present shall be regarded as an act of the Board.

## **Article V Powers and Duties of the Board of Directors**

*Section 1. General Powers and Duties.* The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the association, including the powers and duties granted it under the Declaration, and the board may do all such acts and things as it is empowered to do herein or as it is otherwise instructed and required to do by the members of the Association, or as it may be required or permitted to do by any statute.

*Section 2. Other Powers And Duties.* The Board of Directors shall be empowered to and shall have the duty to:

- a. To administer, implement and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration of Covenants, Conditions and Restrictions for Spring Ranch; and, to adopt, amend and enforce rules and regulations applicable within Spring Ranch with respect to any facility or function therein; to enforce orders and directives of the Architectural Control Committee provided for in the Declaration; and, to bring any suits or actions the board may deem necessary.
- b. To fix, levy, collect and enforce payment by any lawful means of all levies, charges and assessments made pursuant to the terms of the Declaration and of this Association; to make an annual budget; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, fees, taxes and governing charges levied or imposed against the Association.
- c. To place liens upon private real property within Spring Ranch Subdivision to enforce the payment to this Association of lawfully assessed charges and to assess late penalty charges of twelve percent (12%) per annum for sums owed and unpaid by any owner who has failed to pay within the period of time allotted for the payment of same.
- d. To acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, grant easements, as landlord or tenant, transfer, dedicate for public or private use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- e. To borrow money, and with the assent of at least two thirds ( $2/3$ ) of all lot owners, mortgage, pledge, or encumber any or all of the Associations real or personal property as security for money borrowed or debts incurred.
- f. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of at least two-thirds ( $2/3$ ) of the Association members, and for a period of three (3) years from the date of the Declaration, the developer (known as Coring Corporation), or its successors or assigns, shall have the right to vote for all owners on all matters without notice to any owner or owners, and, likewise, to participate in such mergers, consolidations, or annexations as aforesaid on behalf of the Association without the assent of any member of the Association, and the Developer is hereby designated as the Attorney-in-fact of the Association and the lot owners for such purposes.
- g. To maintain and make additions, alterations and improvements on and to all common areas and streets if deemed necessary and lawful, on or to all parks, lakes, ponds, wells, pumphouses and fire hydrants within Spring Ranch.

- h. To regulate property which becomes subject to the Declaration of Protective Covenants, Conditions and Restrictions of Spring Ranch as filed in the records of Jefferson County, Colorado, and to apply and enforce that Declaration as it and any amendments thereto may be recorded.
- i. To regulate all emergency accesses, especially one to the south along Cold Springs Gulch to a point on the west line of Parcel C, Genesee Filing No. 14.
- j. To hold a sufficient portion of the eight (8) shares of the Hodgson Ditch Operating Association, as now owned by Coring Corporation, and as that Corporation shall hereafter assign to this Association, to replace under the terms of the Augmentation Decrees in Case No. W-8324-76, dated July 19, 1976, and in Case No. W-8325-76, date July 24, 1976, in Water Court Division 1 in Greeley, Colorado, the consumptive loss created by soil absorption septic systems within the subdivision, with one absorption septic system only being allowed for each of the individual lots comprising the subdivision and nine additional individual soil absorption septic systems for future assignments and usage by Fred Craig and Neville R. Craig. An individual soil absorption septic system for the stated purposes is defined as one having a consumptive loss not to exceed ten percent (10%) as defined under the terms and conditions of the Augmentation Decrees.
- k. To enter into contracts within the scope of its duties and powers.
- l. To establish bank accounts, if appropriate, for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors and to invest any temporarily surplus funds in Certificates of Deposit or US Treasury Bills or other types of investments including but not limited to money market funds.
- m. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the members of the Association and any director or other Association official. To cause an audit of the books and accounts by a certified public accountant when the Board deems it necessary or if demanded by one-quarter (1/4) of the members of the Association and to furnish copies of the audit to all members and Association officers who request it, or, to all members, if the board so directs.
- n. To keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by a member of the Association.
- o. To consider whether to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors and if it deems it in the best interests of the Association to then declare said office vacant.
- p. Upon the declaration of a vacancy in the office of a member of the Board of Directors to take such steps as are necessary to fill that position for the unexpired term of said director's position.
- q. To hire, employ or engage such employees, accountants, bookkeepers, attorneys and agents as it deems necessary to carry out properly and fully its duties and the purposes of this association and to pay them for such employment.
- r. Failure of the Association or its Board of Directors or its officers or any lot owners to enforce any of the covenants, conditions and restrictions of the Declaration or of the Articles of Incorporation or of the By-Laws shall in no event be deemed a waiver of any

right to do so for prior or subsequent violations or of the right to enforce any other conditions, covenants or restrictions. The Developer, the Association, and all directors and officers and all owners, shall not be liable for any refusal or failure to enforce any covenants, conditions and restrictions herein contained.

## Article VI Officers

*Section 1. Designation.* The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, and, an Assistant Secretary and an Assistant Treasurer if the Board determines such Assistants are necessary. The President and the Vice-President shall be elected by and from the Board of Directors, all other officers shall be elected by the Board from the owner-membership or from qualified persons not having a personal interest in the Association. They shall hold office until the next annual meeting or until their successors are elected and qualify.

*Section 2. Election of Officers.* The officers of the Association shall be elected annually from the Board of Directors at the first meeting of the Board of Directors after the annual meeting of the members of the Association and each such officer shall hold office at the pleasure of the board.

*Section 3. Removal of Officers.* Upon an affirmative vote of the majority of the members of the Board of Directors, any officer or Director may be removed, either with or without cause, and his successor may be elected at that or any other meeting of the Board of Directors to hold office until the next annual meeting.

*Section 4. President.* The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are generally vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Directors or owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.

*Section 5. Vice President.* The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties.

*Section 6. Secretary.* The Secretary shall keep all the minutes of the meetings of the Board of Directors and all the minutes of all the meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Assistant Secretary shall perform the duties of the Secretary in his absence. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection and copying by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

*Section 7. Treasurer.* The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. Withdrawals of bank deposits shall be made only by checks signed by any two officers. The Assistant Treasurer shall perform the duties of the Treasurer in his absence.

*Section 8. Vacancies.* A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

*Section 9. Multiple Offices.* No person shall simultaneously hold more than one of any of the offices of the Association except that the Secretary may serve as the Assistant Treasurer and the Treasurer may serve as the Assistant Secretary, if either is so elected by the Board.

*Section 10. Remuneration.* The Board may authorize the payment of what it deems to be suitable and fair remuneration to any officer and to any other person it determines shall be paid for services rendered to the Association.

## **Article VII Indemnification of Officers and Directors**

*Section 1. Indemnification.* The Association shall indemnify any director, officer, or employee pursuant to the following provisions:

- a. The Association shall, subject to the provision of this Article VII, indemnify any person who was or is a party or is threatened to be a party in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association, or member, agent, alternate or designee of its Architectural Control Committee, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including reasonable attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings if he acted in good faith and in a manner he reasonably believed to be in the best interest of the Association, and, also with the respect to any criminal action or proceeding, when he had no reasonable cause to believe his conduct was unlawful.
- b. The Association shall, subject to the provisions of this Article VII, indemnify any person who was or is threatened to be a party or is threatened to be a party in any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or member, agent, alternate or designee of its Architectural Control Committee, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including reasonable attorney's fees, actually and reasonably incurred by him in connection with defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in the best interest of the Association; provided, however, no indemnification shall be made in respect of any claim, issue or matter as to which such person has been judged to be liable for gross negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which the action, suit or proceeding was brought determines upon application that despite the Adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court deems proper.
- c. Indemnification under subsections (a.) or (b.) of Section 1 of this Article, unless ordered by a court, shall be made by the Association only as authorized in a specific case upon a determination that the indemnification of the director, officer, employee or agent of the Association or member, agent, alternate or designee of its Architectural Control Committee, is proper in the circumstances because he met the applicable standards of conduct set forth. Such determination shall be made by the Board of Directors by a majority vote of the Directors who are not parties to such action, suit or proceeding or if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion or by the members. Notwithstanding the foregoing to the extent that a director, officer, employee or agent of the Association or member of the Architectural Control Committee, his agent, alternate or designee has been

successful on the merits in the defense of any action, suit or proceeding referred to in the Subsection (a.) or (b.) of Section 1 of this Article or in defense of any claim, issue or matter herein, he shall be indemnified against all expenses, including reasonable attorney's fees, actually and reasonably incurred by him in connection therewith.

*Section 2. Fund Advancement.* Prior to the final disposition of any action, suit or proceeding, the Association may advance monies for expenses incurred by any person who may be eligible for indemnification hereunder upon receipt of an undertaking by or on behalf of such person to repay all amounts advanced unless it is ultimately determined that he is entitled to be indemnified and will be indemnified by the Association hereunder.

*Section 3. Common Expense of Members.* All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated as a common expense of all of the members of the Association to be met by assessments as provided in the Declaration.

## **Article VIII Dues, Fiscal Year and Assessments**

*Section 1. Dues.* Annual dues assessed against members of the Association shall be \$100.00 per year payable on becoming a member and same shall be prorated for the fiscal year when the member first purchases a lot. They may be increased or altered by a majority vote of the Board of Directors at any meeting. Each assessment shall be payable within thirty (30) days of the date it is due. Non-payment shall mean the member automatically becomes delinquent and the Board of Directors shall proceed thereafter to collect the assessment as provided in the Declaration and By-Laws.

*Section 2. Fiscal Year.* The fiscal year of the Association shall commence October 1st and shall terminate on September 30th of each subsequent year.

*Section 3. Delinquent Dues – Membership.* Dues and other special assessments shall be due and payable within thirty (30) days after assessed. In the event a member of the Association becomes delinquent in said payment, then said member's right to vote shall be terminated as of the date said delinquency commences and reinstatement to the right to vote shall be allowed only upon full payment of the delinquent dues and any penalty assessments for the delinquency. All question concerning membership are to be resolved by the Board of Directors.

## **Article IX Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words: Spring Ranch Property Owners' Association, Inc., and the year of incorporation.

## **Article X Amendments**

*Section 1.* These By-Laws may be amended, at any regular or special meeting of the Board of Directors by a vote of a majority of a quorum of Board members present in person or by proxy.

*Section 2.* In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In all events, these By-Laws shall be interpreted pursuant to and in accordance with said declaration.



**Amendment to the Declaration of  
Protective Covenants, dated March 12,  
2001.**

March 12, 2001

Dear Spring Ranch Property Owner:

Attached is the First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions. Please include this with your existing Spring Ranch Covenant booklet. These changes reflect the changing needs and values of the community and the homeowners desired vision for the future. We hope that residents will take responsibility upon themselves to self regulate and become compliant with these changes.

Additionally, the Board will be charged with the responsibility of enforcing the adopted amendments. As cases arise with regard to compliance, the Board will be considering the facts of each individual case on its merits, with the goal of securing good faith compliance with the adopted amended covenant restrictions on a reasonable basis. If you have any questions or concerns on your specific situation, please direct them to David Christie, Spring Ranch Board President so the matter can be discussed at the next Board meeting.

Sincerely,

Spring Ranch Board of Directors

**CERTIFICATION OF RESULTS  
REGARDING FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
SPRING RANCH, JEFFERSON COUNTY, COLORADO**

I, George Betz, Secretary to the Board of Directors of the Spring Ranch Property Owners Association, do hereby certify that the following Amendments to the Declarations of Protective Covenants, Conditions and Restrictions (CCRs) for Spring Ranch of November 4, 1980, were approved by not less than two-thirds of the entire owner-membership as required by provisions of Article eight, Paragraph Four of the CCRs. On January 11, 2001, the Board of Directors counted the ballots submitted and tallied the same with the following results:

No.	Subject	Votes For	Votes Against
Article 4(B)(28)	Parking	48	3
Article 4(B)(26)	Livestock and pets	43	8
Article 4(B)(15)	Fences	40	11
Article 4(B)(12)	Exterior Lights	44	7
Article 4(B)(12)	Christmas Lights	46	5
Article 4(B)(14)	Trees	49	2
Article 4(B)(13)(c)	Grass	47	4
Article 4(B)(24)	Garbage & Refuse Disposal	47	3

**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
SPRING RANCH, JEFFERSON COUNTY, COLORADO**

Dated March 5, 2001

By affirmative vote of greater than two-thirds of all lot owners, as required by paragraph 4 of Article Eight the November 4, 1980 Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, the following are approved:

**Article 4, Part B, Paragraph No. 12 is amended to read:**

12. **Exterior Lighting.** Exterior lighting that is subdued and whose light source is not directly visible from adjoining dwellings may be permitted by the Committee for the purpose of illuminating entrances, decks, driveways and parking areas, and for other purposes approved by the Committee. The colors of exterior lighting shall be limited to white. In all cases, exterior lights are subject to the prior approval of the Committee. The use of Christmas Lights will only be permitted between Thanksgiving and January 15.

**Article 4, Part B, Paragraph No. 13, Subparagraph (c) is amended to read:**

c. Use indigenous species of plant materials, grasses and trees. Grass species are to be those specified by the Natural Resource Conservation Service (NCRS) for soils found in the Golden Area Soil Survey capable of being sustained by natural moisture.

**Article 4, Part B, Paragraph No. 14 is amended to read:**

14. **Trees.** No living trees, no matter what size, naturally existing upon a lot, except to extent necessary for construction purposes, and only with Committee approval, shall be cut, trimmed or removed from the property, nor shall the roots be disturbed by trenching or other excavation. Trees may be removed by homeowners for the purposes of fire control, disease or to promote the health of their trees.

**Article 4, Part B, Paragraph No. 15 is amended to read:**

15. **Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the property, all property lines, except those on the exterior boundary of the subdivision, and except for the north boundary of Lot 1, shall be kept free and open one to another and no fences or planting simulating fencing shall be permitted on any other lot or lot lines unless the Committee approves a fence or planting or other enclosure as a structure or aesthetic feature of a design concept if it becomes an incorporated part of the overall design contributing to the harmony and character of the

area. Barriers constructed of small gauge (#15 or less) wire will be permissible to protect trees and shrubs from destruction from deer and elk. There will be a height limit of 5 feet and a limit of 3 strands of wire.

**Article 4, Part B, Paragraph No. 24 is amended to read:**

24. **Garbage and Refuse Disposal.** No part of the property above or below ground shall be used or maintained as a dumping or storage ground for refuse, trash, garbage, debris or other waste. At all times, the property shall be maintained in a sanitary condition. Reasonable precautions shall be taken against fire hazards. No outdoor burning of any kind shall be permitted upon a lot except controlled fires for cooking with proper equipment and precautions. No waste shall be burned upon any lot. No coal or other type of fuel which gives off smoke, excepting wood or charcoal, shall be used for heating, cooking or any other purposes within or on a lot. Each property owner shall provide suitable covered receptacles, which shall be maintained in good and clean condition, for the temporary storage and collection of refuse. All such receptacles shall be made of a material which will minimize noise during handling and shall be screened from public and adjoining property owner's view in a fully enclosed structure and be protected from disturbance. If and when disposal service becomes available, each home owner is required to subscribe to and use such service. Should a lot owner not avail themselves of a disposal service, they will be responsible for alternate garbage and refuse disposal. These restrictions shall also apply to contractors during construction. No motor vehicle of any type, or part thereof, shall be permitted to remain on any lot or street in an exposed position, in a non-operating condition, for more than thirty days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the Committee's discretion at the expense of the lot owner, after a ten (10) day written notice.

**Article 4, Part B, Paragraph No. 26 is amended to read:**

26. **Livestock and Pets.** Not more than three (3) domestic animals or birds which are generally recognized as house pets shall be maintained on any lot. The raising, breeding or keeping of such pets for any commercial purpose is prohibited. If an owner chooses to keep house pets which require outdoor areas or runs, he shall provide for suitable enclosures in close proximity to his residence in such a manner so as not to be offensive to other lot owners for his outdoor pets. All such outside areas shall be subject to prior Committee approval before construction or use. An owner shall at all times have all pets under his control whether within the owner's lot or in any other location within the subdivision. No animals shall be permitted to roam at will. At the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and to charge reasonable fees for their impounding and for returning them to their owners. The

Developer and the Association shall have the right to adopt further rules and regulations to enforce this provision, including a leash law. In addition, at all times the laws and ordinances pertaining to dogs and other animals of the County of Jefferson, State of Colorado, shall be obeyed. No horses or other riding animals shall be kept or otherwise maintained within any lot and the erection of any corral or stable facilities on any lot is prohibited. Nor may any other livestock, fowl or non-allowed pets be kept or maintained on any lot.

**Article 4, Part B, Paragraph No. 28 is amended to read:**

28. **Parking.** Parking shall be accommodated on the owner's lot and no parking shall be permitted on public streets or roads except for special events of not over eight (8) hours duration in any one week. Each site shall provide at least one completely enclosed two car garage, and a minimum of two additional parking places on the lot. Each additional parking place shall contain at least 330 square feet, including driveways, and shall be located entirely within lot lines. No trailer, vehicle, or boat shall be constructed, reconstructed or repaired upon any lot in such manner that such activity is visible from neighboring lots or roads. All garage doors shall be kept closed at all times, except when a vehicle is actually entering or exiting the garage and except for periodic maintenance of the door or garage area. No trucks, trailers, mobile homes, truck campers, boats, snowmobiles or commercial vehicles shall be kept, placed or maintained upon any lot, road or on a private drive within the property in such a manner that such vehicle or boat is visible from neighboring lots or roads. A recreational vehicle not properly parked or stored within or on a lot in compliance with the restrictions provided herein must be parked outside the subdivision. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempt from the provisions of this paragraph, providing that they do not remain within a lot or subdivision streets in excess of the reasonable period of time required to perform their commercial functions.

Except as provided above, all other terms, conditions and restrictions of the Protective Covenants adopted on November 4, 1980 are hereby ratified and remain in full force and effect.



**Amended and Restated Bylaws of  
Spring Ranch Property Owners  
Association Inc., dated April 24, 2009**

**AMENDED AND RESTATED  
BYLAWS  
OF  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.**

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**AMENDED AND RESTATED  
BYLAWS  
OF  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.**

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**RECITALS**

Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation (“Association”), certifies that:

- (1) The Association and the Board of Directors desire to amend and restate the Bylaws currently in effect as set forth below.
- (2) The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and all amendments.

The Bylaws of the Association are hereby amended by striking in their entirety Articles I through X, inclusive, and by substituting the following:

**ARTICLE 1. INTRODUCTION AND PURPOSES**

Section 1.1 Introduction. These Amended and Restated Bylaws are adopted for the regulation, management and governance of the affairs of the Association. The Association was organized as a Colorado nonprofit corporation under Colorado law to act as the Association under the Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, Jefferson County, Colorado, as may be amended (the “Declaration”).

Section 1.2 Purposes. The purposes for which the Association is formed are:

- (a) to protect the value and desirability of the Spring Ranch Subdivision and the Lots;
- (b) to further the interests of the residents of the Subdivision and Members of the Association;
- (c) to be the owners association provided for in the Declaration;
- (d) to operate and govern the Subdivision;
- (e) to provide for the administration, maintenance, preservation and architectural review of the Lots and Common Properties within the Subdivision; and
- (f) to promote the health, safety, welfare and recreation of the Owners within

the Subdivision.

## **ARTICLE 2. DEFINITIONS**

In supplement of the definitions provided for in the Declaration, the following terms shall have the meaning set forth below, unless the context requires otherwise:

Section 2.1 Act shall mean the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as it may be amended.

Section 2.2 Assessment shall include all Common Expense Assessments and any other expense levied to Lots pursuant to or allowed under the Declaration or the Act, including interest, late fees, attorney fees, fines and costs.

Section 2.3 Association shall mean and refer to the Spring Ranch Property Owners' Association Inc., and its successors and assigns.

Section 2.4 Board or Board of Directors or Executive Board shall mean the body designated in the Governing Documents to act on behalf of the Association.

Section 2.5 Common Expenses shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 2.6 Declaration shall mean and refer to the Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, Jefferson County, Colorado, as may be amended, applicable to the Property recorded in the office of the Clerk and Recorder of Jefferson County, Colorado.

Section 2.7 Governing Documents shall mean the Declaration, the Map, the Plat, the Articles of Incorporation, the Bylaws and Rules and Regulations of the Spring Ranch Property Owners' Association Inc., as they may be amended.

Section 2.8 Member shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

Section 2.9 Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Jefferson County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

Section 2.10 Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the

Subdivision, and/or clarification of the Governing Documents, including any amendment to those instruments.

### **ARTICLE 3. MEMBERSHIP AND VOTING**

Section 3.1 Membership and Voting. Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be entitled to cast one vote. Fractional and cumulative voting are prohibited.

Section 3.2 Suspension of Voting Rights. During any period in which an Owner shall be in default in the payment of any Common Expense Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association, the voting rights of the Owner shall be deemed suspended by the Board of Directors, without notice or hearing, until the Assessment has been paid. Voting rights and use rights of an Owner may also be suspended for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater.

Section 3.3 Member Voting. (a) At all meetings of Members, each Member eligible to vote may vote in person or by proxy. (b) If only one of several Owners of a Lot is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to such Lot. (c) If more than one of the Owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of those Owners. Majority agreement exists if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another Owner of the Lot. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted. (d) The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the Board of Directors or bylaws of the owning corporation or business trust. (e) The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. (f) The chair of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote. (g) Votes allocated to Lots owned by the Association may be cast by the Board.

Section 3.4 Transfer of Membership. Transfers of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant.

## **ARTICLE 4. MEETINGS OF MEMBERS**

Section 4.1 Annual Meetings. An annual meeting of the Members shall be held during each of the Association's fiscal years, at such time of the year and date as determined by the Board. The directors shall be elected by the Members at the annual meeting, in accordance with the provisions of these Bylaws. The Members may transact other business as may properly come before them at the annual meeting. Failure to hold an annual meeting shall not be considered a forfeiture or dissolution of the Association.

Section 4.2 Special Meetings. Special meetings of the Association may be called by the president, by a majority of the members of the Board of Directors or by the secretary upon receipt of a petition signed by Owners holding at least 20% of the votes in the Association. The form of notice, date, time and place of the meeting shall be determined by the Board. If a notice for a special meeting demanded pursuant to petition is not given by the secretary within 30 days after the date the written demand or demands are delivered to the secretary, the person(s) signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws. Any meeting called under this Section shall be conducted by the president of the Board, or in his/her absence, a person chosen by a majority of the Board.

Section 4.3 Notice of Meetings. Notice of each meeting of the Members shall be physically posted in a conspicuous place if feasible and practicable at least 24 hours prior to any meeting of the Members. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, or by personal delivery, at least 10 days before, but not more than 50 days before the meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by a Member to the Association for the purpose of notice. In addition to mailing, but not in lieu of, notice may also be sent by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, facsimile and e-mail delivery. If the Association has the ability to give electronic notice, the Association shall e-mail notice of the Members' meeting to any Member who requests, and who provides his or her e-mail address to the Association in addition to the above specified delivery of notice. Any such e-mail notice shall be given at least 24 hours prior to the meeting. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. No matters shall be heard nor action adopted at a special meeting except as stated or allowed in the notice.

Section 4.4 Place of Meetings. Meetings of the Members shall be held in the Spring Ranch Subdivision, or in any other location in the Jefferson County area, and may be adjourned to a suitable place convenient to the Members, as may be designated by the chair of the meeting.

Section 4.5 Quorum of Members. The presence of 25% of the Members eligible to vote at any meeting, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Governing Documents. If the required quorum is not present, the Members who are present shall have power to adjourn the meeting from time to time to a later date, until such time as a quorum shall be present. If adjourned, notice of the new date, time or place need not be given if the new date, time or place is announced at the meeting before adjournment.

Section 4.6 Proxies for Members Meetings. (a) The vote allocated to a Lot may be cast under a proxy duly executed by an Owner. (b) All proxies shall be in writing and filed with the secretary or designee of the Association. (c) If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of the vote by the other Owners of the Lot through a duly executed proxy. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted. (d) An Owner may revoke a proxy given under this section by written notice of revocation to the person presiding over a meeting of the Association. (e) A proxy is void if it is not dated. (f) A proxy terminates 11 months after its date, unless it specifies a shorter term or a specific purpose, or upon sale of the Lot for which the proxy was issued. (g) Proxies obtained through fraud or misrepresentation are invalid as determined in the sole discretion of the Secretary of the Association.

Section 4.7 Order of Business. The Board may establish the order of business for all meetings of the Board or Members. Failure to strictly follow Robert's Rules of Order shall not invalidate any action taken at a meeting of the Board or Members.

Section 4.8 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and the waiver shall be deemed equivalent to the receipt of notice. Attendance at the meeting shall constitute a waiver of notice unless attendance is for the express purpose of objecting to the sufficiency of the notice, in which case, such objection must be raised before the business of which proper notice was not given is put to a vote.

Section 4.9 Voting Procedures/Secret Balloting.

(a) Secret ballots, if required by law, must be used in contested Board member elections and in any other matter as required or allowed by law.

(b) All other voting may be by voice, by show of hands, by consent, by mail, by electronic means, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by a majority of the Members present at a meeting.

Section 4.10 Voting by Mail or Electronic Means.

(a) In case of a vote by mail or electronic means in lieu of a meeting, the secretary shall mail or deliver written notice to all Members at each Member's address as it appears in the records of the Association given for notice purposes. The notice shall include: (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that Members are entitled to vote by mail or electronic means for or against such proposal, (iii) a date at least 10 days after the date such notice shall have been given on or before which all votes must be received at the office of the Association at the address designated in the notice, and (iv) the number of votes which must be received to meet the quorum requirement and the percentage of votes received needed to carry the vote. Voting by mail or electronic means shall be acceptable in all instances in the Governing Documents requiring the vote of Members at a meeting.

(b) The Association may conduct elections of directors by mail or electronic means, in its sole discretion, and pursuant to procedures adopted by it; *provided however*, that any procedures adopted shall provide for notice to Members of the opportunity to run for a vacant position and/or nominate any Member of the Association for a vacant position, subject to the nominated Member's consent.

Section 4.11 Voting in Elections of Directors/Other Voting. In an election of directors, the Members receiving the largest number of votes shall be elected. On all other items, the vote of more than 50% of Members represented at a meeting at which at least a quorum is present shall constitute a majority and shall be binding upon all Members for all purposes except where a higher percentage vote is required in the Governing Documents, as amended, or by law.

Section 4.12 Acceptance or Rejection of Individual Votes. The Association has the right to reject a vote, consent, written ballot, waiver, proxy appointment or proxy appointment revocation when it has a reasonable, good faith basis to doubt the validity of the signature or the signatory's authority to sign for the Owner. The Association and its officer or agent who accepts or rejects any of the above in good faith is not liable for any damages that may result from the acceptance or rejection. Unless a court decides otherwise, any action taken on the acceptance or rejection of any of the above will be deemed valid.

Section 4.13 Counting of Ballots. All ballots shall be counted by a neutral third party, or a committee of volunteers who are not Board members and not candidates in a contested election, selected or appointed at an open meeting in a fair manner by the chair of the Board or person presiding at such meeting or as otherwise required by law and as may be further defined by policy or procedures of the Association.

## ARTICLE 5. BOARD

Section 5.1 Number. The affairs of the Association shall be governed by a Board of Directors which shall consist of not less than three nor more than seven members, elected or appointed as provided below. The exact number of directors may be changed by a duly adopted written resolution of the Board of Directors; provided, however, staggered terms of directors shall be preserved. Notwithstanding anything herein, the Board may only eliminate a director's position at the end of the director's term unless the position is vacant. In the case where through removal or resignation, the total number of Board members is less than three, the Board will be considered properly constituted until such vacancies are filled. The number of members of the Board may be increased or decreased by amendment of these Bylaws.

### Section 5.2 Qualification.

(a) Only one Owner per Lot, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board.

(b) If any Lot is owned by a partnership, corporation or trust, any officer, partner, trustee or employee of that entity shall be eligible to serve as a director and shall be deemed to be a Member for the purposes of these Bylaws.

(c) Any director who is more than 30 days delinquent in payment of any Assessment shall not be qualified to serve on the Board.

(d) Any director who has unexcused absences from three consecutive Board meetings shall not be qualified to serve on the Board. An absence will be excused if the absent Board member notifies the Board president of the planned absence and the reason for the absence at least three days before the meeting, and a majority of the remaining Board members approve the absence as being for a valid purpose.

(e) Any director who is in violation of any provision of the Governing Documents of the Association for more than 30 days shall not be qualified to serve on the Board.

(f) Any director who maintains an adversarial proceeding of any type against the Association shall not be qualified to serve on the Board for the duration of the proceeding.

(g) Any director who discloses confidential information acquired by virtue of his or her position on the Board shall not be qualified to serve on the Board. Information will be deemed "confidential" if a majority of the Board of Directors determines, in its sole discretion, that it is confidential prior to the disclosure. The Board may also adopt rules, regulations, policies, and/or procedures further addressing confidentiality.

(h) Once elected or appointed, each director may attend at least one

educational program per year related to the management, operation or law of community associations. The director shall be entitled to reimbursement of any actual or necessary expenses incurred in attending such educational program(s), as long as approved, in advance, by the Board of Directors. Any such expenses shall be treated as a Common Expense.

(i) If a director is not qualified to serve on the Board, the director's position shall be deemed vacant.

Section 5.3 Term of Office for Directors. The term of office of directors shall be three years. The terms of the directors shall be staggered.

Section 5.4 Resignation of Directors. Any director may resign at any time by giving written notice to the president, to the secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

Section 5.5 Removal of Directors.

(a) One or more directors or the entire Board of Directors may be removed at a Special Meeting of Members called pursuant to these Bylaws, with or without cause, by a vote of a majority of all Members. Notice of a Special Meeting of the Members to remove directors shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the directors sought to be removed, as provided in these Bylaws. Directors sought to be removed shall have the right to be present at this meeting and shall be given the opportunity to speak to the Members prior to a vote to remove being taken.

(b) In the event of removal of one or more directors, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his or her predecessor.

Section 5.6 Vacancies. Vacancies on the Board caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining Board at any time after the occurrence of the vacancy, even though the directors present at that meeting may constitute less than a quorum. Each person so appointed shall be a director who shall serve for the remainder of the unexpired term.

Section 5.7 Compensation. No director shall receive compensation for any service the director may render as a director to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of Association duties and/or provided a stipend, if allowed by state law.

## **ARTICLE 6. MEETINGS OF DIRECTORS**

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, place and hour as may be fixed by the Board. The Board may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute such scheduled regular meetings.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

Section 6.3 Notice of Board Meetings. Except as provided in Section 6.1 above or below, written notice of each meeting of the Board shall be given by, or at the direction of, the secretary, by mailing a copy of the notice, postage prepaid, at least three days before the meeting, or by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, personal delivery, facsimile, and e-mail delivery, to each Board member entitled to vote, addressed to the Board member's address last appearing on the books of the Association, or supplied by a Board member to the Association for the purpose of notice. If a notice for a special meeting demanded pursuant to Section 6.2 is not given by the Board within 30 days after the date the written demand or demands are delivered to the Board, the directors signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the above terms of Section 6.3 of these Bylaws. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6.4 Location of Meetings and Open Meetings. (a) All meetings of the Board of Directors shall be open to attendance by Members, as provided by applicable Colorado law. (b) All meetings of the Board of Directors shall be held in the Subdivision or in the Jefferson County or Denver metropolitan area, unless all directors consent in writing to another location. (c) All meetings of the Board of Directors may be conducted in person, via conference call, via electronic means, or via any other method permitted by applicable Colorado law. (d) Rules and Regulations may be adopted in open meetings of the Board, and may not be adopted in closed or executive sessions of the Board. (e) For any executive session or closed Board meeting, minutes kept for that part of the meeting should only indicate that an executive session was held and the general subject of the executive session.

Section 6.5 Waiver of Notice. Any director may waive notice of any meeting in writing. Attendance by a director at any meeting of the Board shall constitute a waiver of notice. If all the directors are present at any meeting, no notice shall be required, and any business may be transacted at the meeting.

Section 6.6 Quorum. At all meetings of the Board a majority of the directors currently in office shall constitute a quorum for the transaction of business, unless there are fewer than three directors, in which case all directors must be present to constitute a quorum. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board unless there are fewer than three directors, in which case, unanimity of the directors is required to constitute a decision of the Board. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 6.7 Proxies for Board Meetings. For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote for or against that issue, a director may execute, in writing, a proxy to be held by another director. The proxy shall specify a yes, no, or abstain vote on each particular issue for which the proxy was executed. Proxies which do not specify a yes, no, or abstain vote shall not be counted for the purpose of having a quorum present nor as a vote on the particular issue before the Board.

Section 6.8 Consent to Corporate Action. The directors shall have the right to take any action, except the adopting of a rule or regulation, in the absence of a meeting, which they could otherwise have taken at a meeting, by:

(a) Obtaining the unanimous verbal vote of all directors which vote shall be noted in the minutes of the next meeting of the Board and ratified at that time;

(b) Providing written notice to each director of a proposed action to be taken including the date and time by which the directors must respond to the proposed action. Upon receiving written notice of a proposed action, each director, by the date and time provided for in such notice, may: (i) vote in writing for such action; (ii) vote in writing against such action; (iii) abstain in writing from voting; or (iv) fail to respond or vote. In the event a sufficient number of affirmative votes for the proposed action, pursuant to these Bylaws, are cast in writing, the Board may take such action unless one or more directors demands that the action not be taken without a meeting. In the event action is taken pursuant to this provision, the action shall be noted in the minutes of the next meeting of the Board and ratified at that time;

(c) Any action taken under subsections (a) and (b) shall have the same effect as though taken at a meeting of the directors.

Section 6.9 Telephone or Electronic Communication in Lieu of Attendance. A director may attend a meeting of the Board by using an electronic or telephonic communication method whereby the director may be heard by the other Members and may hear the deliberations of the other Members on any matter properly brought before the Board. The director's vote shall be counted and the presence noted as if that director were present in person.

Section 6.10 Unit Owner Participation. Owners must be allowed to speak before the Board votes on any issue under discussion. The Board shall allow a reasonable number of persons to speak on each side of the issue, but the Board may place reasonable restrictions on the time allowed for each Owner to speak. Owners may also be allowed to speak at such other times as the Board, in its sole discretion, deems appropriate.

## **ARTICLE 7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 7.1 Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Governing Documents or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Subdivision, and for the operation and maintenance of the Subdivision as a first class residential community, including the following powers and duties:

- (a) Exercise any powers conferred by the Governing Documents;
- (b) Adopt and amend Rules and Regulations, including responsible governance policies, procedures and rules and regulations as required by the Act, and including penalties for infraction thereof;
- (c) Adopt and amend budgets (subject to any requirements of the Declaration and these Bylaws);
- (d) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;
- (e) Collect Assessments as provided by the Governing Documents, including the authority to charge a delinquent Owner interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date, and to assess a reasonable late fee thereon as determined by the Board of Directors. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such delinquent Owner's Lot;
- (f) Employ a managing agent, independent contractors or employees as it deems necessary, and prescribe their duties;
- (g) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents, and, in the Association's name, on behalf of the Association or two or more Owners, on matters affecting the Subdivision;
- (h) Provide Association disclosures required by, and pursuant to, the Act;
- (i) Make contracts, administer financial accounts, and incur liabilities in the name of the Association;
- (j) Acquire, hold, encumber and convey, in the Association's name and in the

ordinary course of business, any right, title or interest to real estate;

(k) Borrow funds and secure loans with an interest in future Assessments in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore, with the assent of at least 2/3 of all Lot Owners;

(l) Provide for the indemnification of the Association's directors and any person serving without compensation at the request of the Association, and maintain association professional liability insurance;

(m) Supervise all persons acting on behalf of and/or at the discretion of the Association;

(n) Procure and maintain liability and hazard insurance as set forth in the Governing Documents;

(o) Cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate;

(p) Provide education to Owners on an annual basis;

(q) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of at least 2/3 of the Association Members;

(r) To maintain and make additions, alterations, and improvements on and to all Common Areas and streets if deemed necessary and lawful, on or to all parks, lakes, ponds, wells, pumphouses, and fire hydrants within the Community;

(s) To regulate all emergency accesses to the Community, especially one to the south along Cold Springs Gulch to a point on the west line of Parcel C. Genesee Filing No. 14;

(t) To hold sufficient shares of the Hodgson Ditch Operating Association, to replace under the terms of the Augmentation Decrees in Case No. W-8324-76, dated July 19, 1976 and in Case No. W-8325-76, date July 24, 1976, in Water Court Division 1 in Greeley, Colorado, the consumptive loss created by soil absorption septic systems within the subdivision, with one absorption septic system only being allowed for each of the individual lots comprising the subdivision. An individual soil absorption septic system for the stated purposes is defined as one having a consumptive loss not to exceed 10% as defined under the terms and conditions of the Augmentation Decrees; and

(u) Exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or the Act.

Section 7.2 Managing Agent. The Board may employ a managing agent for the Subdivision, at a compensation established by the Board, to perform duties and services

authorized by the Board. The Board shall have the authority to delegate any of the powers and duties set forth in this Article to a managing agent. Regardless of any delegation to a managing agent, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law.

Section 7.3 No Waiver. The omission or failure of the Association or Owner to enforce the covenants, conditions, easements, uses, limitations, obligations, or other provisions of the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board or the managing agent shall have the right to enforce the same at any time.

## **ARTICLE 8. OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, who are not required to be Directors but shall be required to be Owners, and such other officers as the Board may from time to time create by resolution. Any two offices, except the offices of president and secretary, may be held by the same person.

Section 8.2 Election of Officers. The officers shall be elected by the Board for one year terms at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 Special Appointments. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.4 Resignation and Removal. Any officer may be removed from office with or without cause by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 8.5 Vacancies. A vacancy in any office may be filled by appointment by the Board by majority vote of the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

Section 8.6 Duties. The duties of the officers are as follows:

(a) President. The president shall have all of the general powers and duties which are incident to the office of president of a Colorado nonprofit corporation. Specifically, the president shall have the power to preside at all meetings of the Board of Directors and of the Members; appoint committees; see that orders and resolutions of the Board are carried out; sign contracts, leases and other written instruments; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.

(b) Vice President. The vice president shall take the place of the president and

perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other director to act in the place of the president on an interim basis. The vice president shall also perform other duties imposed by the Board of Directors or by the president.

(c) Secretary. The secretary shall record the votes and maintain the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; cause Association records to be kept and maintained; and perform such other duties incident to the office of secretary or as required by the Board.

(d) Treasurer. The treasurer shall be responsible for the receipt, deposit and disbursement of Association funds and securities and for maintenance of full and accurate financial records; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership, and deliver a copy of each to the Members. The treasurer shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Board of Directors.

Section 8.7 Delegation. The duties of any officer may be delegated to the managing agent or another Board member; *provided, however*, the officer shall not be relieved of any responsibility under this Section or under Colorado law.

## **ARTICLE 9. COMMITTEES**

Section 9.1 Designated Committees. The Association shall appoint members of the Architectural Control Committee, a standing committee, as provided in the Declaration. Additionally, the Association may create other committees and appoint such committee members as deemed appropriate in carrying out its purposes. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board. The Board shall also have the power to remove any and all committee members with or without cause and to terminate any committee except for the Architectural Control Committee, unless otherwise provided in the Declaration.

Section 9.2 Open Committee Meetings. All committee meetings shall be open to attendance by Members, as provided by applicable law.

## ARTICLE 10. BOOKS AND RECORDS

### Section 10.1 Association Records.

(a) The Association or its managing agent, if any, shall keep the following records permanently at its principal office, as required by the Act:

(i) Minutes of all Board and Owner meetings;

(ii) All actions taken by the Board or Owners by written ballot instead of holding a meeting;

(iii) All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association; and

(iv) All waivers of the notice requirements for Owner meetings, Board member meetings, or committee meetings.

(b) The Association or its managing agent, if any, shall keep the following records at its principal office for such length as determined by the Board:

(i) An account for each Lot, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each Assessment comes due, any other fees payable by the Owner, the amounts paid on the account and the balance due;

(ii) An account for each Owner showing any other fees payable by the Owner;

(iii) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;

(iv) The current operating budget;

(v) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;

(vi) A record of insurance coverage provided for the benefit of Owners and the Association;

(vii) Tax returns for state and federal income taxation;

(viii) Minutes of meetings of the Owners, directors, committees and waivers of notice, if any;

(ix) Copies of at least the three most recent years' correspondence between the Association and Owners;

(x) Copies of the most current versions of the Governing Documents,

along with their exhibits and schedules;

(xi) Board resolutions affecting Owners;

(xii) Records of any actions taken by Owners without a meeting for at least the past three years;

(xiii) A list of the names and business or home addresses of current Board and its officers; and

(xiv) All financial audits or review conducted pursuant to Section 38-33.3-303(4)(b) of the Act for at least the last three years.

(c) The Association or its managing agent, if any, must maintain a record of all Owners that allows preparation of a list of the names and addresses of all Owners as well as number of votes allocated to each Lot.

Section 10.2 Minutes and Presumptions Under the Minutes. Minutes or any similar record of the meetings of Members, or of the Board of Directors, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 10.3 Examination. The books, records and papers of the Association shall at all times, during normal business hours and after at least five days written notice, or at the next scheduled Board meeting if within 30 days of demand, be subject to inspection and copying by any Member, at his or her expense, except documents determined by the Board to be confidential pursuant to a written policy or applicable law. Any Owner's request to inspect and copy Association records must be made in good faith, for a proper purpose, and describe with reasonable detail what records are requested and why. Requested documents must be relevant to the stated purpose for the request. The Association may charge the actual costs for copying of the records.

## **ARTICLE 11. AMENDMENTS**

### Section 11.1 Bylaw Amendments.

(a) These Bylaws may be amended by:

(i) The affirmative vote of a majority of the members of the Board of Directors at a duly constituted meeting; provided, however, no amendment shall be made to the quorum requirement without the affirmative vote of a majority of the Members present, in person or by proxy, at a regular or special meeting of the Members at which a quorum, as set forth in these Bylaws, is present; or

(ii) The affirmative vote of a majority of the Members present and voting, in person or by proxy, at a regular or special meeting of the Members called for such purpose at which a quorum is present, provided that notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting is being conducted for the purpose of amendment.

(b) Notwithstanding anything to the contrary in these Bylaws, these Bylaws may be amended by the Board of Directors, without Member approval, to comply with any statutory or judicial requirements.

## **ARTICLE 12. INDEMNIFICATION**

### **Section 12.1 Obligation to Indemnify.**

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; by reason of the fact that the person is or was a director, officer or committee member of the Association; provided the person is or was serving at the request of the Association in such capacity; and provided that the person:

(i) acted in good faith, and;

(ii) in a manner that the person reasonably believed to be in the best interests of the Association, and;

(iii) with respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(b) Notwithstanding anything in subsection (a) above, unless a court of competent jurisdiction determines that, in view of all circumstances of the case, the person is fairly and reasonably entitled to expenses, no indemnification shall be made:

(i) In connection with a proceeding by or in the right of the

Association, where the person has been adjudged to be liable to the Association;  
or

(ii) In connection with any other proceeding charging that the person received an improper personal benefit, whether or not involving action in an official capacity, the person has been adjudged liable on the basis the person received an improper personal benefit.

(c) To the extent that the person has been wholly successful on the merits in defense of any action, suit or proceeding as described above, the person shall be indemnified against actual and reasonable expenses (including expert witness fees, attorney fees and costs) incurred in connection with the action, suit or proceeding.

Section 12.2 Determination Required.

(a) The Board of Directors shall determine whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of those members of the Board of Directors who were not parties to the action suit or proceeding.

(b) If a quorum cannot be obtained as contemplated above or if a quorum has been obtained and the Board so directs, a determination may be made, at the discretion of the Board, by:

(i) independent legal counsel selected by a majority of the full Board;  
or

(ii) by the voting members, but voting members who are also at the same time seeking indemnification may not vote on the determination.

Section 12.3 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with:

(a) A written affirmation of that person's good faith belief that he or she has met the standard of conduct described above and;

(b) A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

Section 12.4 No Limitation of Rights. The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to C.R.S. § 38-33.3-101, *et seq.*, and the Colorado Revised Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 12.5 Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, the manager, committee members, or anyone acting at the direction of the Board, covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the direction of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article.

### **ARTICLE 13. MISCELLANEOUS**

Section 13.1 Fiscal Year. The Board has the right to establish and, from time to time, change the fiscal year of the Association.

Section 13.2 Notices. All notices to the Association or the Board shall be delivered to the office of the managing agent, or, if there is no managing agent, to the office of the Association, or to such other address as the Board may designate by written notice to all Owners. Except as otherwise provided, all notices to any Owner shall be mailed to the Owner's address as it appears in the records of the Association. All notices shall be deemed to have been given when mailed or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

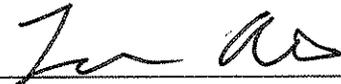
Section 13.3 Conflicts. In the case of any conflicts between the Declaration and these Bylaws or the Articles of Incorporation, the terms of the Declaration shall control. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the terms of the Articles of Incorporation shall control.

Section 13.4 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**CERTIFICATION**

By signature below, the secretary of the Board of Directors certifies these Amended and Restated Bylaws received the approval in writing by majority of a quorum of the Board members present in person or by proxy at a regular or special meeting of the Board .

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
Secretary

Date: 4-24-2009



**Architectural Control Committee  
Resolution dated December 15, 2010  
as passed by the Board of Directors**

**RESOLUTION OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION  
REGARDING  
THE ARCHITECTURAL CONTROL COMMITTEE**

- SUBJECT:** Adoption of a policy regarding the governance of the Architectural Control Committee.
- PURPOSE:** To adopt standard procedures for the appointment, governance, and operation of the Architectural Control Committee.
- AUTHORITY:** The Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, as amended; Bylaws of the Spring Ranch Property Owners' Association, as amended; Articles of Incorporation of the Spring Ranch Property Owners' Association; and Colorado law.
- EFFECTIVE DATE:** December 15, 2009
- RESOLUTION:** The Association hereby adopts the following policy in relation to the operation of the Architectural Control Committee. This policy is in addition to and supplements the Architectural Guidelines of the Spring Ranch Property Owners' Association:

1. Appointment of Committee Members. The Committee shall consist of at least three members. Each year, at the first board meeting subsequent to the annual meeting, the Board of Directors shall appoint the members of the Committee to serve for a one-year term each, as provided in the Declaration. The Board reserves the right to remove any Committee member who, in the sole discretion of the Board, is not fulfilling his or her duties pursuant to this policy, the Architectural Guidelines and/or the Declaration.
2. Communications with Owners. Submittals from Owners to the Committee shall be in writing on the applicable Improvement Request Form attached to this policy as Attachment 1. If an Owner is submitting a request for a Renewable Energy Generation Device or an Energy Efficiency Measure, as defined in the Association's Policy Regarding Renewable Energy Generation Devices and Energy Efficiency Measures, the Owner must also complete and submit the Supplemental Application for ACC Approval for Energy Efficiency Measures and/or Renewable Energy Generation Devices attached to this policy as Attachment 2. Decisions of the Committee and the reasons therefore shall be transmitted to the Owner using the Decision Form as attached to this policy as

Attachment 3. The Decision Form shall be sent to the Owner at the address set forth on the Improvement Request Form within 30 days after the Committee's receipt of a complete Improvement Request Form and any additional information as may be required by the Committee to make a decision.

3. Decision Criteria. Pursuant to Colorado law, the Committee's decisions shall be made in accordance with the standards and procedures set forth in the Declaration and the Architectural Guidelines and shall not be made arbitrarily or capriciously.
4. Committee Meetings. All meetings of the Committee shall be open to the community. The Committee shall maintain minutes of all its meetings documenting the actions taken by the Committee at the meeting.
5. Records of the Committee. Submitted Improvement Request Forms and plans, completed Decision Forms, minutes of Committee meetings, and other records submitted to or generated by the Committee are records of the Association. In order for the Association to maintain complete records as required by Colorado law, within ten days of a decision by the Committee on any Improvement Request Form submitted to the Committee, the Committee shall provide to the Association, in care of its Secretary, copies of the Improvement Request Form, any plans submitted with the Improvement Request Form, other records received by the Committee in relation to the Improvement Request Form, any correspondence from the Committee to the Owner who submitted the Improvement Request Form or others in relation to the Improvement Request Form, and the Decision Form. In addition, within ten days of any meeting of the Committee, the Committee shall provide the Association, in care of its Secretary, a copy of the minutes for that Committee meeting.
6. Conflict of Interests. Because of the nature of the authority of the Committee, the Board may find it in the best interest of the Association to appoint individuals to the Committee who possess certain professional expertise, such as architects, landscape architects, contractors, interior designers or engineers. Because of this, there may be instances where a Committee member has been or may be hired by an Owner to provide the Owner with architectural, landscaping, or other services. A conflict of interest exists whenever a Committee member has entered into any contract with an Owner or has provided an estimate or proposal to an Owner for work which is the subject of an Improvement Request Form submitted to the Committee. Any such conflict of interest on the part of any Committee member shall be disclosed to the other Committee members either verbally or in writing prior to the Committee making a decision on that Improvement Request Form. After disclosure, the interested Committee member may participate in the discussion but shall not vote on the matter. The minutes of the Committee meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum of the Committee and record who voted for and against the request.

7. Definitions. Unless otherwise defined in this policy, terms defined in the Declaration shall have the same meaning in this policy.

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

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies that the foregoing resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors held on 12.15.09 / 7:00 P.M. and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION**

By: \_\_\_\_\_

President

**Attachment 1**

**IMPROVEMENT REQUEST FORM FOR SUBMISSION TO THE  
ARCHITECTURAL CONTROL COMMITTEE**

**APPLICATION FOR DWELLING SITE APPROVAL**

**Spring Ranch Lot**

\_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Architect \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Builder \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Pursuant to the Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, Jefferson County, Colorado, as amended, I/we hereby submit the enclosed site plan, scale 1" = 100', showing our lot and all adjacent lots.

A survey was done by \_\_\_\_\_ to provide all information shown on this site plan.

The site plan shows all improvements in place like driveways, structures, water wells and septic systems on adjacent lots and indicates the dwelling site chosen on our lot, as well as the location for the water well and the septic system on our lot.

We agree to deliver to the Committee a final survey of our lot after completion of any improvement showing the exact location of such.

We ask for written approval by the Committee for the dwelling site chosen and the location of other site improvements on our lot as shown on the enclosed site plan.

As owners of Lot \_\_\_\_\_, Spring Ranch, in making this application to the Committee, states that we have seen the recorded plat for Spring Ranch and

have full knowledge of all non-building envelopes, notices, warnings, disclosures and restrictions which are a part of the plat and apply to Spring Ranch as a whole and to the lot we own in particular.

We have full knowledge of all easements and pertinent maintenance agreements, if any, which encumber or benefit our lot.

We have received a copy of the Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, as amended, the Amended and Restated Bylaws of Spring Ranch Property Owners' Association, Inc., the Articles of Incorporation the Spring Ranch Property Owners' Association, the Architectural Guidelines for Spring Ranch, and any rules and regulations of the Association (collectively, the "Governing Documents").

We affirm we have read, understood and accept all provisions stipulated in the Governing Documents.

As provided in Article Four, paragraph 3 of the Declaration, we affirm we have met with \_\_\_\_\_ as the designed Committee member on \_\_\_\_\_ to explore and resolve all questions regarding selection of the dwelling site and proposed construction on our lot in Spring Ranch.

We understand that this informal meeting was only to offer guidance prior to initiating preliminary design and does not substitute as site approval.

We understand that we must receive the written approval of the Committee in order to proceed. Committee approval does not constitute approval of the local building or zoning department, drainage design or structural or engineering safety and/or soundness. We understand that we may be required to obtain building or other permits and approvals prior to the commencement of any work. We agree that our failure to obtain required building or other permits and approvals will result in the withdrawal of the Committee's approval.

We further agree not to alter existing drainage patterns on our lot without the express approval in writing by the Committee.

We further agree that if, at any time during the process, the Committee requests to enter onto our lot or requests further information to determine if the improvement is being constructed in accordance with the approved plan and in compliance with the Declaration and/or Architectural Guidelines, we will comply with the request. We agree that our failure to comply with the request shall result in withdrawal of the approval. We further understand that the Committee may request additional information prior to reviewing this request. In addition, we agree that our failure to start or complete the improvement within the time

specified on the application shall result in withdrawal of the approval unless an extension is requested in writing and approved in writing by the Committee.

Signed:

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

**RECEIPT**

I hereby acknowledge receipt of the above and its marked attachments this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

This receipt is not an acknowledgment that such submission is complete.

By: \_\_\_\_\_

**Attachment 2**

**IMPROVEMENT REQUEST FORM FOR SUBMISSION TO THE  
ARCHITECTURAL CONTROL COMMITTEE**

**APPLICATION FOR PRELIMINARY REVIEW AND APPROVAL**

**Spring Ranch Lot**

\_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Architect \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Builder \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Pursuant to the Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, Jefferson County, Colorado, as amended, we hereby submit the following for approval by the Committee:

1. \$150.00 review fee.
2. This completed application

Note: All exhibits outlined hereafter are submitted in a total of four (4) sets:

3. **Site Plan, scale 1" = 100'**  
showing subject lot and adjacent lots with improvements in place and planned, including driveways, structures, water wells, septic tanks and leach fields, and easements appurtenant
4. **Site Plan, scale 1" = 30'**  
indicating location of buildings, water well, septic tank and leach field, access driveway, off-street parking, elevations, grading including existing and proposed topography, easements appurtenant to the site, utilities and manner and method of utilization of all utilities, and any accessory improvements contemplated on our lot, including preliminary landscaping.

5. **Landscaping Plans and Site Drainage**  
survey indicating all trees that will be taken out by, or within 20' of improvements. Owner shall be responsible and shall certify for verification and accuracy of all lot dimensions, grades, elevations and locations of key features of the natural terrain.
6. **Water Well:** permit number \_\_\_\_\_  
attach well log if well has been drilled and show exact location on site plan; provide information as soon as possible if well has not been drilled.
7. **Septic System:** permit number \_\_\_\_\_  
type of system: \_\_\_\_\_  
location and depth of system: \_\_\_\_\_  
attach engineer's soil report and design. Engineer's name and address:  
\_\_\_\_\_
8. **Utilities** underground extensions only  
electricity: \_\_\_\_\_  
natural gas: \_\_\_\_\_  
telephone: \_\_\_\_\_  
cable TV: \_\_\_\_\_
9. **Roof Plans**, scale 1/8" = 1' minimum  
show configuration, direction and pitch of slopes, materials
10. **Floor Plans**, scale 1/8" = 1' minimum  
show all floors, floor area, room titles, room sizes, overall plan dimensions, square footage of habitable area excluding basements, garages, porches and decks.  
square footage: first floor: \_\_\_\_\_  
second floor: \_\_\_\_\_  
basement: \_\_\_\_\_  
garage: \_\_\_\_\_

other: \_\_\_\_\_

attach calculation for square footage which can be checked against plans

11. **Exterior Elevations**, scale 1/8" = 1' minimum  
show existing and proposed grade lines, show first floor elevation in relation to existing and proposed grade elevations, indicate all exterior materials and colors and specify type:

siding: \_\_\_\_\_

stone: \_\_\_\_\_

shingle: \_\_\_\_\_

stucco: \_\_\_\_\_

roof covering: \_\_\_\_\_

others: \_\_\_\_\_

12. **Fences or enclosures** if part of the design concept and if incorporated in the overall design. Specify materials and describe, attach plans, scale 1/2" = 1' minimum.
13. A study model of the structure sufficient to illustrate the general design characteristics will be appreciated and may be required for further clarification by the Committee.

We understand that we must receive the written approval of the Committee in order to proceed. Committee approval does not constitute approval of the local building or zoning department, drainage design or structural or engineering safety and/or soundness. We understand that we may be required to obtain building or other permits and approvals prior to the commencement of any work. We agree that our failure to obtain required building or other permits and approvals will result in the withdrawal of the Committee's approval.

We further agree not to alter existing drainage patterns on our lot without the express approval in writing by the Committee.

We further agree that if, at any time during the process, the Committee requests to enter onto our lot or requests further information to determine if the improvement is being constructed in accordance with the approved plan and in compliance with the Declaration and/or Architectural Guidelines, we will comply with the request. We agree that our failure to comply with the request shall result

in withdrawal of the approval. We further understand that the Committee may request additional information prior to reviewing this request. In addition, we agree that our failure to start or complete the improvement within the time specified on the application shall result in withdrawal of the approval unless an extension is requested in writing and approved in writing by the Committee.

Signed:

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

### RECEIPT

I hereby acknowledge receipt of the above and its marked attachments this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m.

This receipt is not an acknowledgment that such submission is complete.

By: \_\_\_\_\_

**Attachment 3**

**IMPROVEMENT REQUEST FORM FOR SUBMISSION TO THE  
ARCHITECTURAL CONTROL COMMITTEE**

**APPLICATION FOR FINAL PLAN REVIEW AND APPROVAL**

**Spring Ranch Lot**

\_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Architect \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Builder \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

With the submittal of all exhibits listed below and this completed application, we ask the Committee for final approval. All exhibits outlined hereafter are submitted in a total of four (4) sets.

1. A working **time schedule** indicating starting and completion dates of the dwelling including utility hookups and landscaping work.
2. **Site Plan, scale 1" = 30'**  
showing final location of buildings, improvements, water well, septic tank and leach field, access driveway and off-street parking, utility connections with transformer and meter locations, elevations, grading including existing and proposed topography, finished floor and garage elevations.
3. Complete **Landscaping Plan** with site drainage to include: revegetative seed mixes and ground covers, plant material additions by common botanical names, driveways, slopes, retaining walls and decorative features if not shown elsewhere on architectural plans, fences, attendant structures, exterior lighting, equipment, etc.
4. **Roof Plan and Floor Plans** as final working drawings and specifications



We further agree not to alter existing drainage patterns on our lot without the express approval in writing by the Committee.

We further agree that if, at any time during the process, the Committee requests to enter onto our lot or requests further information to determine if the improvement is being constructed in accordance with the approved plan and in compliance with the Declaration and/or Architectural Guidelines, we will comply with the request. We agree that our failure to comply with the request shall result in withdrawal of the approval. We further understand that the Committee may request additional information prior to reviewing this request. In addition, we agree that our failure to start or complete the improvement within the time specified on the application shall result in withdrawal of the approval unless an extension is requested in writing and approved in writing by the Committee.

We agree to notify the Committee at least three (3) days prior to the commencement of construction that the final and approved layout of the building and other improvements is staked so that the Committee can make a visual inspection of the lot to insure accordance with the final plans approved by the Committee.

Additional construction, landscaping or other improvements to a dwelling during construction and/or changes after final approval or after completion of an approved structure will be submitted to the Committee for approval 15 days prior to initiating such changes and/or additions.

Signed:

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

RECEIPT

I hereby acknowledge receipt of the above and its marked attachments this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ .m.

This receipt is not an acknowledgment that such submission is complete.

By: \_\_\_\_\_



**Spring Ranch**  
**PROPERTY OWNERS ASSOCIATION**  
**ARCHTECTURAL CONTROL COMMITTEE (ACC)**  
**IMPROVEMENT REQUEST**

27846 Meadowlark Drive, Golden, CO 80401  
acc@springranchpoa.org

**FOR OFFICE USE ONLY**

Date Received \_\_\_\_\_

Date Sent to ACC \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Mailing address if different than proposed improvement(s) \_\_\_\_\_

My request involves the following type of improvement:

- Painting
- Outdoor Recreation Equipment
- Landscaping
- Exterior Lighting
- Fire Pit
- Deck Addition

Other \_\_\_\_\_  
\_\_\_\_\_

Describe Improvements: (Include paint chips, building materials, landscape plans, equipment brochures and other plans necessary to illustrate your request.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Planned Completion Date: \_\_\_\_\_

I understand that I must receive approval of the ACC in order to proceed. I understand that architectural approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I agree to complete improvements promptly after receiving approval in accordance with Spring Ranch covenants. I also understand that I shall maintain proper drainage away from my foundation and not impede proper drainage swales on my lot when installing landscape or building improvements. Upon the completion of my improvement I hereby authorize the ACC to enter onto my property for exterior inspection at a mutually agreed upon time.

Date: \_\_\_\_\_ Homeowner's Signature: \_\_\_\_\_

**ACC ACTION:**

- Approved subject to the following requirements \_\_\_\_\_  
\_\_\_\_\_
- Disapproved: \_\_\_\_\_

Architectural Committee Member \_\_\_\_\_ Date: \_\_\_\_\_

**Please remember to get any permits that may be required for your improvement from the County before construction begins.**

**Attachment 5**

**SUPPLEMENTAL APPLICATION FOR ACC APPROVAL FOR ENERGY EFFICIENCY MEASURES AND/OR RENEWABLE ENERGY GENERATION DEVICES**

Pursuant to the Declaration and in addition to the Improvement Request Form for Submission to the Architectural Control Committee (referred to as "Improvement Request Form"), we hereby submit the following supplemental application for approval to use an energy efficiency measure and/or install a renewable energy generation device:

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

Address of Property: \_\_\_\_\_

Names of Owners: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: (h): \_\_\_\_\_ (w): \_\_\_\_\_

Please check the type of device(s) you wish to install:

- Solar energy device
- Wind-electric generator
- Awning
- Trellis
- Shutter
- Ramada
- Shade structure marketed for reduction of energy use
- Garage or attic fan (and associated vents and louvers)
- Evaporative cooler
- Energy efficient outdoor lighting device
- Retractable clothesline

Location of installation: \_\_\_\_\_

Dimensions of proposed device: \_\_\_\_\_

Please attach all of the following:

- \_\_\_\_\_ For other shade structure only: Marketing information indicating such structure reduces energy use
- \_\_\_\_\_ For wind electric generators only: Information on expected noise

\_\_\_\_\_ levels when operating  
Photograph or realistic color drawing of device and its placement  
on the residence  
\_\_\_\_\_ Completed Improvement Request Form

We understand this supplemental application is in addition to and supplements the Improvement Request Form. I further understand that any and all representations made in the Improvement Request Form are in addition to and incorporated into any and all representations made in this supplemental application.

Signed:

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

#### RECEIPT

I hereby acknowledge receipt of the above and its marked attachments this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

This receipt is not an acknowledgment that such submission is complete.

By: \_\_\_\_\_

**Attachment 6**

**DECISION FORM OF THE ARCHITECTURAL CONTROL COMMITTEE  
FOR SPRING RANCH PROPERTY OWNERS' ASSOCIATION**

The Architectural Control Committee, having reviewed the Improvement Request Form and Supplemental Application for a Renewable Energy Generation Device and/or Energy Efficiency Measure (if applicable) submitted by \_\_\_\_\_, dated \_\_\_\_\_, hereby finds that the request is:

- \_\_\_\_\_ Approved as submitted
- \_\_\_\_\_ Approved subject to condition(s) stated below
- \_\_\_\_\_ Denied for the reason(s) stated below

Comments/Conditions/Reasons:

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Signed:

Spring Ranch Property Owners' Association  
Architectural Control Committee

By: \_\_\_\_\_

Chairman

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



**Colorado Senate Bill 100 required  
resolutions effective January 1, 2006**

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
REGARDING POLICY AND 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:** January 1, 2006

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

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters. 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. The installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 30<sup>th</sup> day after assessed. Assessments or other charges not paid in full to the Association on or before the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association when due shall incur late fees and interest as provided below.
2. Receipt Date. The Association shall post payments on the day that the payment is received by the Association.
3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a \$25.00 late

charge for each Owner who fails to timely pay his/her installment of the annual assessment within 30 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 12% per annum on the amount owed for each Owner who fails to timely pay their installment of the annual assessment within 30 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 Resolution, a reasonable 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 Resolution 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 the installment of

the annual assessment is not timely made within 30 days of the due date.

6. 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.

7. 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's attorney 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 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 Owner 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 Owner.

8. Collection Process.

(a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days due, the Association shall send a written notice ("First 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.

(b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days past due, the Association shall file a lien and turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorneys shall send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorney

may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

(c) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

9. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of installments of the annual assessment and other charges.

Due Date (date payment due)	30 <sup>th</sup> day after assessed
First Notice (notice that late charges and interest have accrued, notice of intent to file lien)	30 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	60 days after due date

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

10. Certificate of Status of Assessment. Within 15 days of receipt of request, the Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a \$25.00 fee. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

11. 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, the Association shall

notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

12. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

13. 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 Owner 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.

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

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.

14. 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.

15. 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.

16. 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.

17. Communication with Owners. 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.

18. 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.

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

20. 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.

21. 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.

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

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc. a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 3-30-06 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:  \_\_\_\_\_  
President

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES,  
RULES, REGULATIONS, OR GUIDELINES**

**SUBJECT:** Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies") regarding the operation of the Association.

**PURPOSE:** To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association and to afford Owners an opportunity to provide input and comments on such Policies prior to adoption.

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

**EFFECTIVE  
DATE:** January 1, 2006

**RESOLUTION:** The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:

1. Scope. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to insure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.

2. Drafting Procedure. The Board shall consider the following in drafting the Policy:

- (a) whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
- (b) the need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and
- (c) the immediate and long-term impact and implications of the Policy.

3. Notice and Comment. A copy of the proposed Policy shall be provided to all Owners or posted on the Association's website and Owners shall be allowed a minimum of 15 days to provide comment and/or feedback on the proposed Policy.
4. Emergency. The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such Policy.
5. Adoption Procedure. After the period for Owner comment expires, the Board may adopt any Policy. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners by any reasonable method as determined by the sole discretion of the Board, including but not limited to posting on the Association's website.
6. Policy Book. The Board of Directors shall keep copies of any and all adopted Policies in a book designated as a Policy Book. The Board of Directors may further categorize Policies, Procedures, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.
7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
8. 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.
9. 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.
10. Amendment. This Procedure may be amended from time to time by the Board of Directors.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Association certifies that the foregoing resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors held on 3-30-06 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By   
President



**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF  
ASSOCIATION RECORDS**

**SUBJECT:** Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

**PURPOSE:** To adopt a policy regarding an Owner's right to inspect and copy Association records and identification of records to be permanently retained by the Association. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

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

**EFFECTIVE  
DATE:** January 1, 2006

**RESOLUTION:** The Association hereby adopts the following Policy and Procedures:

1. The Association shall permanently retain the following records as required by Colorado law:
  - Minutes of all Board and Owner meetings;
  - All actions taken by the Board or unit Owners by written ballot in lieu of a meeting;
  - All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association; and
  - All waivers of the notice requirements for unit owner meetings, Board member meetings, or committee meetings.
  
2. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:
  - (a) The inspection and/or copying of the records of the Association shall be at the Owner's expense;

- (b) The inspection and/or copying of the records of the Association shall be conducted at the residence of the Secretary of the Association at a time mutually agreed upon by the Owner and Secretary;
  - (c) The Owner shall give the Association's Secretary a written demand, stating the purpose for which the inspection and/or copying is sought, at least five business days before the date on which the Owner wishes to inspect and/or copy such records; and
  - (d) The Owner shall complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.
3. Proper Purpose/Limitation. Association records shall not be used by any Owner for:
- (a) Any purpose unrelated to an Owner's interest as an Owner;
  - (b) The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
  - (c) Any commercial purpose;
  - (d) For the purpose of giving, selling, or distributing such Association records to any person; or
  - (e) Any improper purpose as determined in the sole discretion of the Board.
4. Exclusions. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:
- (a) Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;
  - (b) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
  - (c) Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of

birth, personal bank account information, and driver's license numbers.

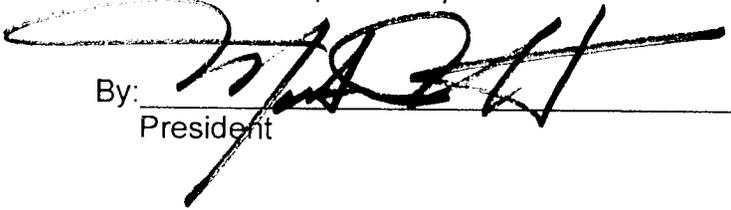
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be \$.30 per page for copies and \$30.00 per hour to search, retrieve, and copy the record(s) requested. For copy requests estimated to exceed \$50.00, the Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.
6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.
7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. 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.

11. 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.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 3.30.06 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
\_\_\_\_\_  
President

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS  
OF THE SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.**

I have requested to inspect and/or obtain copies of the following records of the Spring Ranch Property Owners' Association Inc. (be as specific as possible): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The records shall be used for the following purpose(s) only: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I understand that under the terms of the Colorado Revised Nonprofit Corporation Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Association records may not be:

(A) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;

(B) used for any commercial purpose;

(C) sold to, otherwise distributed to, or purchased by any person;

(D) any other purpose prohibited by law; or

(E) any purpose not related to the reason specified in this Agreement.

In the event any document requested is used for an improper purpose or purpose other than that stated above, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law.

Understood and agreed to by:

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Address  
\_\_\_\_\_

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

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



**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
REGARDING INVESTMENT OF RESERVE POLICY**

**SUBJECT:** Adoption of an Investment Policy for reserves of the Association.

**PURPOSES:** To adopt a policy for the investment of reserve funds.

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

**EFFECTIVE DATE:** January 1, 2006

**RESOLUTION:** The Association hereby adopts a Policy as follows:

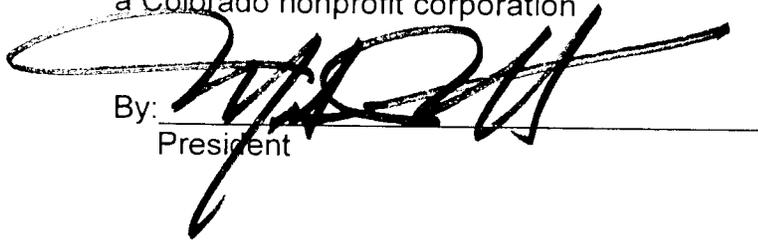
1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.
2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.
3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:
  - (a) Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.
  - (b) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
  - (c) Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.
  - (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
  - (e) Return. Funds should be invested to seek a reasonable of return.

4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.
5. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach.
6. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
7. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
8. Reserve Study. In order to determine funding of the Reserve Fund, the Board of Directors may determine, with the assistance and advice of professionals, the life expectancy of those portions of the Community to be maintained by the Association and the anticipated costs of maintaining, replacing and improving those identified areas (hereinafter referred to as a "Reserve Study").
9. Review of Reserve Study. The Board of Directors shall cause the Reserve Study, if any, and reserve funding to be reviewed and updated periodically, at least once every three years, to adjust and make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components.
10. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
11. 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 community.
12. 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.
13. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 3.30.06 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
President



**Colorado Senate Bill 100 required  
resolutions effective January 1, 2009,  
February 9, 2009, April 24, 2009**

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF  
ASSOCIATION RECORDS**

- SUBJECT:** Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.
- PURPOSE:** To adopt a policy regarding an Owner's right to inspect and copy Association records and identification of records to be permanently retained by the Association. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** June 1, 2009
- RESOLUTION:** The Association hereby adopts the following Policy and Procedures:
1. The Association shall permanently retain the following records as required by Colorado law:
    - Minutes of all Board and Owner meetings;
    - All actions taken by the Board or unit Owners by written ballot in lieu of a meeting;
    - All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association; and
    - All waivers of the notice requirements for unit owner meetings, Board member meetings, or committee meetings.
  2. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:

- (a) The inspection and/or copying of the records of the Association shall be at the Owner's expense, which may be collected by the Association in advance;
- (b) The inspection and/or copying of the records of the Association shall be conducted at the residence of the Secretary of the Association at a time mutually agreed upon by the Owner and Secretary, or during the next regularly scheduled Owner or Board meeting occurring within 30 days of the Owner's request;
- (c) The Owner shall give the Association's Secretary a written demand, stating the purpose for which the inspection and/or copying is sought. The Association shall make the requested records available within five business days of the Owner's request or at the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting is scheduled within thirty days of the Owner's request, in the sole discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five business days of the Owner's request; and
- (d) The Owner shall complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.

3. Proper Purpose/Limitation. Association records, including membership lists, shall not be used by any Owner for:

- (a) Any purpose unrelated to an Owner's interest as an Owner;
- (b) The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
- (c) Any commercial purpose;
- (d) For the purpose of giving, selling, or distributing such Association records to any person; or
- (e) Any improper purpose as determined in the sole discretion of the Board.

4. Exclusions. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:

- (a) Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;
  - (b) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
  - (c) Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be \$.30 per page for copies and \$30.00 per hour to search, retrieve, and copy the record(s) requested. For copy requests estimated to exceed \$50.00, the Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.
6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.
7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.

9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. 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.
11. 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.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 12-9-08 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:  \_\_\_\_\_  
President

**AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS  
OF THE SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.**

I have requested to inspect and/or obtain copies of the following records of the Spring Ranch Property Owners' Association Inc. (be as specific as possible): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The records shall be used for the following purpose(s) only: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I understand that under the terms of the Colorado Revised Nonprofit Corporation Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Association records may not be:

(A) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;

(B) used for any commercial purpose;

(C) sold to, otherwise distributed to, or purchased by any person;

(D) any other purpose prohibited by law; or

(E) any purpose not related to the reason specified in this Agreement.

In the event any document requested is used for an improper purpose or purpose other than that stated above, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law.

Understood and agreed to by:

\_\_\_\_\_  
Homeowner

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

\_\_\_\_\_  
Homeowner

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

\_\_\_\_\_  
Address

\_\_\_\_\_

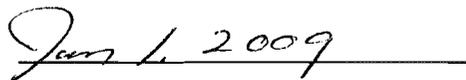
**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS**

**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:**

  
\_\_\_\_\_

**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 posted on the Association road signs at least 30 days prior to each such meeting, or as may otherwise be required by Colorado law.

(2) The Association may also post notice on a website of all Owner meetings. If the Association elects to post notice of any meeting of the Owners on a website, such notice shall be posted at least 30 days prior to 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 he/she is 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 his or her name and Unit 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 him/her.
  - (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) Election of Board members 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) 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, such 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 of the Board 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
- (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 end 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 his or her name and Unit 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. Minutes of actions taken shall be kept by the Association.

(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.** 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:

(1) 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.

(2) 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.

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

4. 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.

5. 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.

6. Amendment. This Policy may be amended at any time by the Board of Directors.

#### **PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Spring Ranch Property Owners' Association Inc. a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 12-9-08 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
\_\_\_\_\_  
President

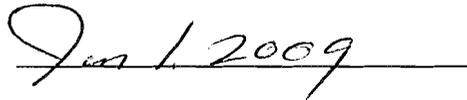
**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
ADOPTING POLICIES AND PROCEDURES  
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

**SUBJECT:** Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

**PURPOSE:** To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

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

**EFFECTIVE  
DATE:**

  
\_\_\_\_\_

**RESOLUTION:** The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:

1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.

2. Definitions.

(a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

(b) "Director" means a member of the Association's Board of Directors.

(c) "Party related to a Director" means a spouse, a descendant, an ancestor, a

sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

3. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

4. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the interested Director shall not be present during the discussion or vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

5. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

(a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

(b) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

(c) The conflicting interest transaction is fair to the Association.

6. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

(a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

(b) No contributions will be made to any political parties or political candidates by the Association.

(c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(d) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(e) No Director shall receive any compensation from the Association for acting as a volunteer.

(f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

(j) Any Director convicted of a felony shall voluntarily resign from his/her position.

(k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

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

8. 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 community.

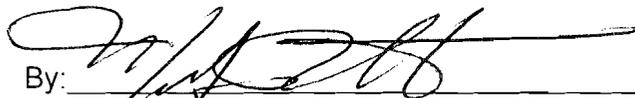
9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

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

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 12-9-08 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
President

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
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:**



**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. (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 a 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 the Director 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.

4. Initial Warning Letter. If a violation is found to exist, a 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.

5. Continued Violation After Warning Letter. If the alleged Violator does not come into compliance within 30 days of the 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 letter 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 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 15 days of the date on the second violation letter.

6. Continued Violation After Second Letter. If the alleged Violator does not come into compliance within 15 days of the second letter, this will be considered a third violation for which a fine may be imposed following notice and opportunity for a hearing. A third letter 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 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 15 days of the date on the third violation letter.

7. 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 10 days prior to the hearing date.

8. 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.

9. 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 is 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 10 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 Impartial Decision Maker's decision absent a showing of denial of due process.

10. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 15 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.

11. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 10 days of the hearing, or if no hearing is requested, within 10 days of the final decision.

12. Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

First violation                      Warning letter

Second violation  
(of same covenant or rule) \$100.00

Third and subsequent  
violations  
(of same covenant or rule) \$200.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

13. 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.

14. 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.

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

16. 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.

17. 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.

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

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 12-9-2008 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
\_\_\_\_\_  
President

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING RENEWABLE ENERGY GENERATION DEVICES  
AND ENERGY EFFICIENCY MEASURES**

**SUBJECT:** Adoption of a policy regarding Renewable Energy Generation Devices and Energy Efficiency Measures.

**PURPOSE:** To adopt a policy regarding the installation of Renewable Energy Generation Devices and Energy Efficiency Measures.

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

**EFFECTIVE  
DATE:**

4-24-2009

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

1. Definitions.

a. Renewable Energy Generation Device means:

- (i) A solar collector or other device or a structural design feature of a structure which provides for the collection of sunlight and which comprises part of a system for the conversion of the sun's radiant energy into thermal, chemical, mechanical, or electrical energy; or
- (ii) A wind-electric generator that meets the interconnection standards established in rules promulgated by the Public Utilities Commission pursuant to C.R.S. 40-2-124.

b. Energy Efficiency Measure means a device or structure that reduces the amount of energy derived from fossil fuels that is consumed by a resident or business located on real property, and is further limited to include only the following types of devices or structures:

- (i) An awning, shutter, trellis, ramada, or other shade structure that is marketed for the purpose of reducing energy consumption;
- (ii) A garage or attic fan and any associated vents or louvers;
- (iii) An evaporative cooler;

- (iv) An energy-efficient outdoor lighting device, including without limitation a light fixture containing a coiled or straight fluorescent light bulb, and any solar recharging panel, motion detector, or other equipment connected to the lighting device; and
- (v) A retractable clothesline.

2. Renewable Energy Generation Devices. Regardless of any provision in the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, or Design Guidelines, pursuant to Colorado law, Renewable Energy Generation Devices may be approved by the Architectural Control Committee subject to the following:

- a. Wind-electric generators may not be taller than the roof height of the structures on the lot on which they are located or above any structure on any adjoining lot, regardless of the elevation or grade of the ground on which the wind-electric generators are located.
- b. Wind-electric generators shall be painted a natural, subdued color compatible with the landscape setting and any existing structures on the lot.
- c. A wind-electric generator shall not be permitted if the noise created by it will interfere with the use and enjoyment of residents of lots situated near the wind-electric generator.
- d. Solar collectors shall be placed in a location on the lot so as to minimize their visibility from adjacent lots and, if installed on the roof of a structure, shall be integrated into the design of the roof.
- e. Solar collectors shall be adequately installed and braced.
- f. All Renewable Energy Generation Devices shall be installed according to any applicable safety requirements as required by any applicable building code or recognized electrical safety standard for the protection of persons or property.
- g. The Architectural Review Committee shall also consider other aesthetic aspects of any Renewable Energy Generation Device related to the dimensions, placement, or external appearance to ensure that any such Renewable Energy Generation Device complies with any applicable restrictions contained in the Declaration or Design Guidelines.
- h. Notwithstanding the above, no restriction or criteria placed on Renewable Energy Generation Devices by the Association may significantly increase the cost of the device or significantly decrease its performance.

3. Energy Efficiency Measures. Regardless of any provision in the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, or Design Guidelines, pursuant to Colorado law, Energy Efficiency Measures may be approved by the Architectural Control Committee subject to the following:
  - a. Awnings, shutters, trellises, ramadas, or other shade structures shall be constructed of natural materials in subdued colors to blend with the colors of the natural landscape. Awnings, shutters, trellises, ramadas, or other shade structures shall also be compatible with the structure to which they are attached.
  - b. Vents or louvers associated with a garage or attic fan shall be installed on the rear-yard facing slope of the roof when possible and shall be painted to match the color of the roof.
  - c. Roof-mounted evaporative coolers shall be installed on the rear-yard facing slope of the roof and shall be painted to match the color of the roof. Roof-mounted evaporative coolers must be adequately installed and braced.
  - d. Window-mounted evaporative coolers shall be painted to match the color of the home to which they are attached and must be adequately installed and braced.
  - e. No window-mounted evaporative coolers may be installed in the front windows of any residence on a lot.
  - f. Energy-efficient outdoor lighting devices shall be white. The lighting from any such energy-efficient outdoor lighting devices shall be subdued and the light source must not be directly visible from adjoining dwellings.
  - g. Retractable clotheslines shall be located on a lot in such a way as to not be exposed to view from roads or other lots unless surrounded by screening materials approved by the Architectural Control Committee.
  - h. All Energy Efficiency Measures shall be installed according to any applicable safety requirements as required by any applicable building code or recognized electrical safety standard for the protection of persons or property.
4. Limitations.
  - a. The prior written approval of the Architectural Control Committee is still

required, as set forth in the Declaration, for the installation of any Renewable Energy Generation Device or Energy Efficiency Measure.

- b. No Renewable Energy Generation Device or Energy Efficiency Measure may be installed on any property that is owned by another person, leased (except with permission of the lessor), or on Common Properties.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Association, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 4-24-2009 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS  
ASSOCIATION, INC.**

a Colorado non-profit corporation,

By: 

\_\_\_\_\_  
President

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)**

**SUBJECT:** Adoption of a procedure regarding alternative dispute resolution.

**PURPOSE:** To adopt a standard procedure to be followed for alternative dispute resolution.

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

**EFFECTIVE  
DATE:**

2-9-2009

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

In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request. In relation to covenant/rule violations, collection matters, and foreclosure matters, the Board may choose to resolve such disputes via the process outlined in the Association's collection and/or covenant enforcement policy.

Nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

In the event the Association and an Owner agree to resolve any dispute between them via mediation or arbitration, the costs of such mediation or arbitration shall be split equally among the parties involved in the mediation or arbitration.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Spring Ranch Property Owners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 2/9/2009

Mark Schmitt and in witness thereof, the undersigned  
has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION, INC.**

a Colorado non-profit corporation,

By:   
President



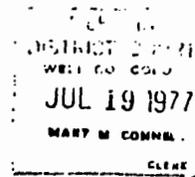
**Cold Spring Ranch Augmentation  
Decree July 19, 1977.**

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION NUMBER 1

STATE OF COLORADO

Case No. W-8324-76



IN THE MATTER OF THE APPLICATION	)	FINDINGS OF FACT,
FOR WATER RIGHTS OF FRED CRAIG	)	CONCLUSIONS OF LAW AND
AND LEE S. MENDEL IN COLD SPRINGS	)	DECREE APPROVING PLAN FOR
GULCH, BEAR CREEK, AND THE SOUTH	)	AUGMENTATION INCLUDING
PLATTE RIVER AND ITS OTHER	)	EXCHANGE OF WATER,
TRIBUTARIES IN JEFFERSON COUNTY,	)	PROVISION OF SUBSTITUTE
COLORADO	)	SUPPLIES OF WATER AND
	)	CHANGE OF WATER RIGHT

THIS MATTER having come on for hearing upon the application of Fred Craig and Lee S. Mendel for approval for their Plan for Augmentation, which application was filed on September 29th, 1976 and amended on October 1, 1976; and the court having considered the applications and other documents filed herein as well as the evidence presented to the court at the hearing held thereon, FINDS:

1. Timely and adequate notice of this proceeding has been provided in the manner required by law, and the water judge sitting in this court has jurisdiction over the subject matter of this proceeding and over all parties affected hereby, whether they have appeared or not. A statement of opposition has been filed herein by the City and County of Denver acting by and through its Board of Water Commissioners by Kenneth L. Broadhurst, Esq., and Michael L. Walker, Esq., its attorneys. No other parties have entered their appearance in this proceeding, and the time for filing statements of opposition has expired.

2. The Cold Springs Ranch development owned by Applicant Craig is located in Jefferson County, Colorado, lying South of US Highway I-70 and located approximately 20 miles West of Denver, Colorado. The property to be subdivided comprises approximately 406 acres of land of which approximately 146 acres are located in section 14, 240 acres are located in section 15, and 20 acres are located in section

23, all sections lying in Township 4 South, Range 71 West of the 6th Principal Meridian. An illustrative map of this area is attached hereto, labelled Exhibit A, the contents of which are incorporated herein by this reference as if fully set forth. Although the number and precise location of the boundaries of each lot to be developed is presently unknown, Applicants anticipate serving between 54 and 74 residences. Applicants intend to serve these residences by on-lot wells, each well serving either a single dwelling or providing service to more than a single dwelling. Although the precise location of these structures is unknown, it is known that the wells in question will withdraw water either from the alluvium of Cold Springs Gulch or other waters tributary to the South Platte River system. In order to assure the proper implementation of the within Plan for Augmentation, this court will be notified of the eventual location of each of such wells at the time that the permit therefor is requested from the Colorado State Engineer. The lands to be developed are not located within a designated groundwater basin.

3. Domestic sewage from these residences will be returned through individual septic tanks and leaching fields for the most part, although a number of evapo-transpiration type individual sewage disposal systems may also be required. Use of water in the Cold Springs Ranch development transmitted through the septic tanks and leaching fields will consume no more than 10% of the water diverted. Where evapo-transpiration systems are utilized, however, such use will consume 100% of waters diverted.

4. For purposes of planning for maximum water needs, the homes to be constructed at the Cold Springs Ranch development will be presumed to be occupied continually, on a year-round basis. The estimated gross water requirements for the Cold Springs Ranch development are based upon the

assumptions that the residential units will be occupied by 3.5 persons per unit, with each person possessing an average daily water requirement of 80 gallons. No irrigation of any sort will be made. The domestic water requirements of the development will remain at a constant level throughout the year.

5. As indicated above, certain of the projected lots to be developed are anticipated to be suitable for the installation of septic tanks and leaching fields utilizing a 10% consumptive use factor. The remaining lots within the Cold Springs Ranch development would require the installation and use of evapo-transpiration type systems, which would consume 100% of waters diverted. The consumptive use for each residence in the Cold Springs Ranch development can thus be computed as follows:

a) Lots with septic tanks and leaching fields:

Water use on each of these lots would require diversions of 0.313 acre feet of water per annum, of which 0.0313 acre feet of water per annum would be consumed.

b) Lots with evapo-transpiration type systems:

Water use on each of these lots would require diversions of 0.313 acre feet of water per annum, all of which would be consumed.

The total consumptive use of water for the subdivision can thus be computed in accordance with the following formula.

$$Q = 0.0313a + 0.313b, \text{ where}$$

Q = consumptive use in acre feet per annum.

a = the number of homes utilizing septic tanks and leaching fields, and

b = the number of homes utilizing evapo-transpiration type systems.

6. Applicants will also utilize the following storage rights as essential parts of their plan for augmentation:

a) Cold Springs Reservoir. On May 6, 1974, in Case No. W-1246, this structure was awarded the right to store 12.47 acre feet of water, for domestic and stockwatering purposes, with a date of appropriation of August 10, 1960. The reservoir is located in the SW 1/4 SW 1/4, §14, T.4S., R.71 W. of the 6th Principal Meridian, and the initial point of survey for this structure is located at a point whence the Southwest corner of section 14, Township 4 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, bears South 37°56' West 1,349.3 feet from the true point of beginning. The axis of the dam lies across the channel of Cold Springs Gulch.

b) Cold Springs Reservoir, First Enlargement is the subject of Case No. W-8325 filed simultaneously herewith and presently pending. This structure will impound 7.53 acre feet of water by adding that amount to the storage capacity of Cold Springs Reservoir, described immediately above.

7. Applicants will augment the domestic wells, along with Cold Springs Reservoir and its First Enlargement described above, by utilizing certain waters and water rights available to Applicants by virtue of their ownership of 8 shares of stock in the Hodgson Ditch Operating Association. In this manner, Applicants will replace the consumptive use depletion to the South Platte River which would otherwise occur, thus augmenting the flow of said stream to the extent of its depletions. Applicants will thus assure the balancing of such depletions and eliminate the possibility of any injurious effect upon owners of, or persons entitled to use water under, vested water rights or decreed conditional water rights in the South Platte River system.

8. Applicants own, either in fee or by contract, rights to the use of certain waters of the South Platte River system, by virtue of their interest in 8 shares of stock in the Hodgson Ditch Operating Association. By the within plan for augmentation, Applicants will augment the wells and storage structures described above, by:

a) The cessation of irrigation by certain irrigation water rights set forth in paragraph 10 below, and the resulting termination of the consumptive use attributable thereto; by

b) leaving a portion of such consumptive use in the stream system during the historic irrigation season; and by

c) the storage of a portion of such consumptive use during the historic irrigation season and the release of such stored water during the non-irrigation season.

In this manner, Applicants will balance the consumptive use depletion to the South Platte River system which is anticipated to result from the use of water from the afore-described structures to be augmented. The plan shall thus eliminate the possibility of any injurious effect upon the owners of, or persons entitled to use water under, a vested water right or decreed conditional water right in the South Platte River system.

9. As discussed previously, Applicants propose to balance subdivision depletions by leaving in or releasing to the South Platte River system water represented by up to 8 shares of stock in the Hodgson Ditch Operating Association in order to augment the flow of the South Platte River to the extent of Applicants' depletions thereof. Applicants intend to sell or otherwise dispose of so much of their

water and water rights attributable to these shares of stock as is not required for augmentation. Any agreement by which such water rights are required to be made available for use on lands other than the Cold Springs Ranch Subdivision for a period in excess of a twelve-month period will require Applicants, or their successors in interest, to provide actual notice thereof to opponent City and County of Denver and to secure an appropriate decree therefor in the manner provided by law.

10. By virtue of their ownership of 8 shares of stock in the Hodgson Ditch Operating Association, Applicants are the owners of and possess the rights to the use of the following water rights which were decreed in former water district No. 9, by decree of the District Court in and for the County of Arapahoe, State of Colorado, on February 4, 1884:

<u>Structure Name</u>	<u>Bear Creek Priority No.</u>	<u>Priority Date</u>	<u>Source</u>	<u>Amount owned in c.f.s.</u>
Hodgson Ditch	3	6-1-1861	Bear Creek	0.165
Hodgson Ditch First Enlargement	9	5-31-1862	Bear Creek	0.0414

Applicants have agreed to leave their ownership of priority No. 9 in the Hodgson Ditch for the benefit of other users.

11. The Hodgson Ditch diverts water from Bear Creek at a point in the Southeast quarter of the Northwest quarter of the Northwest quarter of Section 34, Township 4 South, Range 69 West of the 6th Principal Meridian, and irrigates agricultural land located South of the creek. The water rights owned by applicants, by virtue of their ownership of 8 shares of stock in the Hodgson Ditch Operating Association, have historically been applied to irrigate a tract of land located in the Northwest quarter of the Southeast quarter of Section 35, Township 4 South, Range 69 West, Jefferson

County, Colorado. The legal description of the lands on which the water has historically been applied is contained in the attached Exhibit B, the contents of which are incorporated herein by this reference as if fully set forth. The legal description of the irrigated lands is also set forth in the deed recorded at Book 2421, page 614 of the records of the Jefferson County Clerk and Recorder.

12. The amount of water available for augmentation by virtue of the cessation of historic irrigation by these water rights is computed in accordance with the following principles:

a) Of the ten acres irrigable by the Hodgson Ditch water rights owned by Applicants, 8 acres have historically been irrigated.

b) Historic irrigation of these lands depleted the natural stream flow by approximately 1.47 consumptive acre feet per acre irrigated, for a total of 11.76 acre feet per year.

13. All replacements for depletions occurring while Priority No. 3 of the Hodgson Ditch right is out of priority will be made from Cold Springs Reservoir and the Cold Springs Reservoir, First Enlargement for the benefit of downstream water rights. Said reservoir rights will be filled each year pursuant to:

a) Their junior priorities, and

b) Priority No. 3 of the water rights set forth in paragraph 10 above, a portion of which is to be converted to storage water rights for storage therein.

Releases of storage water for out-of-priority depletion replacement purposes will be made at such times and at such rates as requested by the Division Engineer.

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a) Their junior priorities, and

b) Priority No. 3 of the water rights set forth in paragraph 10 above, a portion of which is to be converted to storage water rights for storage therein.

Releases of storage water for out-of-priority depletion replacement purposes will be made at such times and at such rates as requested by the Division Engineer.

14.

a) So as to harmonize with the purposes and needs of the Cold Springs Ranch Development, Applicants will change the type of use of Priority No. 3 of the water rights set forth in paragraph 10 above so as to allow its use, directly or by exchange, for purposes of augmentation as well as for the following beneficial purposes:

i) Storage Rights in Cold Springs Reservoir:

domestic, recreational purposes including fishery and wildlife and their development, maintenance, and propagation; fire protection; stockwatering; and the maintenance of adequate system storage reserves.

ii) Direct-Flow Rights: domestic and fire protection.

b) In order to make best use of the Hodgson Ditch water rights owned by Applicants during the period when the Cold Springs Ranch Subdivision is being developed, Applicants will change Priority No. 3 of the water rights set forth in paragraph 10 above to a storage water right so as to allow the storage of up to 11.76 acre feet of such right when such storage can be effected in priority, at an alternate point of diversion for storage in the Cold Springs Reservoir, which is located as described in paragraph 6 above. Storage of this water right in Cold Springs Reservoir would necessarily, but temporarily, displace all of the water to be stored under the priority to be awarded to the Cold Springs Reservoir, First Enlargement, (Case No. W-8325, Water Division No. 1) and 4.23 acre feet of the water to be stored under the priority awarded to the Cold Springs Reservoir.

c) Applicants further propose to transfer Priority No. 3 of the water rights as set forth in paragraph 10 above to an alternate point of diversion and place of use located at the confluence of Cold Springs Gulch and Bear Creek. In this manner, as the Cold Springs Ranch development progresses, and as well permits are issued and the need for irrigation-season (April 15 - October 15) replacement water arises, such replacement would be made at the aforesaid confluence. Accordingly, the amount of Applicants' water rights which may be stored in the Cold Springs Reservoir would be reduced from 11.76 acre feet by the following increments:

i) 0.0157 acre foot after the issuance of, and filing with the Court, a well permit for each lot requiring the construction of a septic tank and leaching field. In this manner, the out-of-priority depletion replacement requirements for each of these units (0.0156 acre feet) would continue to be met by releases from the remaining capacity in Cold Springs Reservoir, while the replacement of depletions occurring in-priority (.0313 acre feet less the above 0.0156 acre feet, or 0.157 acre feet) would be satisfied by utilizing, at the alternate point of diversion, the equivalent direct flow component of Priority No. 3 of the Hodgson Ditch water rights which yielded this amount of consumptive use.

ii) 0.157 acre foot after the issuance of, and filing with the Court, a well permit for each lot requiring the construction of an evapo-transpiration sewage treatment system. In this manner, the out-of-priority depletion requirements

for each of these units (0.156 acre feet) would continue to be met by releases from Cold Springs Reservoir, while the replacement of depletions occurring in-priority (0.313 acre feet less the above 0.156 acre feet, or 0.157 acre feet) would be satisfied by utilizing, at the alternate point of diversion, the equivalent direct flow component of Priority No. 3 of the Hodgson Ditch water rights which yielded this amount of consumptive use.

d) Lot owners will be required to apply for permits to construct their individual sewage treatment systems prior to applying to the State Engineer for permits to construct wells pursuant to this plan for augmentation. Once the lot owners have secured such permits for individual sewage treatment systems, and the system to be constructed is identified therein, copies of such permits will be remitted to the State Engineer. In issuing permits to construct wells pursuant to this plan for augmentation, the State Engineer will identify therein the permitted method of sewage treatment, whether by septic tank and leaching field or by evapo-transpiration systems. Copies of such well permits, along with copies of the permits issued for individual sewage treatment systems, will be remitted by the <sup>Applicant</sup>~~State Engineer~~ to this Court and the Division Engineer. *al/c*

e) Well permits will be issued only for use of well water in a single-family dwelling. In the event that a lot owner desires to provide water service to his lot through a well which is to serve more than one such dwelling, he shall apply to the State Engineer for the issuance of an appropriate permit (or the modification of a previously issued permit) so as to permit

such usage. The application for well permit will contain the same information required in ¶14d), above. The amount of Applicant's water rights which may be stored in the Cold Springs Reservoir will also be reduced in the same manner as set forth in ¶14c) above, to the same effect as if an on lot well permit were being sought.

15. The exact location of each well to be drilled in the Cold Springs Ranch development is not known at this time. In order to assist in the proper implementation of the within plan for augmentation, applicants or their successors shall notify this court of the eventual location of such wells at the time that the permit therefor is requested from the office of the Colorado State Engineer.

16. If the plan for augmentation is operated and administered in accordance with the above-detailed description it will have the effect of replacing water in the stream at the time and places and in the amounts of the depletions caused by the development's use of water. As a result, the underground water to be diverted by the development wells, which would otherwise be considered as appropriated and unavailable for use, will now be available for appropriation without adversely affecting vested water rights or conditionally decreed water rights on the South Platte River or its tributaries.

17. All subsequent purchasers in the Cold Springs Ranch development and the lands formerly irrigated, both as hereinabove described, will be bound by the terms of the decree in this matter and the decree shall be filed of record in Jefferson County and thereby constitute a covenant running with such lands. The restrictive covenants running with the Cold Springs Ranch development, adopted at the

time of subdivision, shall allow the use of water for domestic, in-house purposes only, and then only as set forth in this plan for augmentation, and shall prohibit all other uses. To further facilitate the enforcement of this condition, the obligations and rights attendant to this plan for augmentation shall also be included in the protective covenants for the Cold Springs Ranch Subdivision, and shall respectively be assumed by and assigned to a homeowners' association formed for this purpose, which shall ultimately be comprised of all lot owners in the development.

18. Pursuant to §37-92-304(6), C.R.S. 1973, as amended by S.B.4, 1977, the Court finds, decides and determines that, within a period of three (3) years from the date of recording the subdivision plat, experience with the operation of this plan would have been sufficient to determine whether the decree should be reopened in order to reconsider the question of injury to the vested rights of others, including Applicants.

19. The Court finds that by the imposition of the conditions set forth in these findings, wells for domestic, in-house purposes only may be constructed and utilized without adversely affecting any vested water rights on the South Platte River or its tributaries, and that by the institution of the augmentation plan herein approved, the purchasers of Applicant's lots, or their successors and assigns, may secure permits for and use such wells without adversely affecting any vested water rights on the South Platte River or its tributaries, and without the necessity of administering or curtailing the withdrawal of water from any of such domestic wells so long as replacement water is available in Cold Springs Reservoir to make up for well depletions as found herein, and the conditions of this decree are being met.

## CONCLUSIONS OF LAW

The Court concludes, as a matter of law:

1. The plan for augmentation proposed by Applicant is one contemplated by law, and if administered in accordance with this decree, will permit the depletions associated with the provision of water well service for domestic, in-house only purposes to the single-family residential units to be constructed in the Cold Springs Ranch subdivision, without adversely affecting the owner or user of vested water rights or decreed conditional water rights in the South Platte River or its tributaries.

2. The State Engineer may lawfully be required under the terms of this decree:

a) to administer and comply with the plan for augmentation in the manner set forth herein and

b) not to curtail diversions, in times of shortage, through any of such wells, the depletions for which are compensated by the operation of the augmentation plan herein approved.

3. The Division Engineer may lawfully curtail diversions through any wells included herein if they, or the other features of this plan for augmentation, are being operated or used in violation of the terms of this decree or if replacement water is not available in the Cold Springs Reservoir to make up for well depletions as found herein.

## DECREE

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. The plan for augmentation as found and described in all preceding paragraphs is hereby approved.

2. The State Engineer, the Division Engineer of Water Division No. 1, and other water administration officials

shall administer and comply with the plan for augmentation as herein approved, by requiring Applicants:

a) to cease forthwith the diversions of their rights in the Hodgson Ditch as such diversions are described at paragraph 11 of the above findings;

b) to cease the irrigation of the 10 acre tract of land historically irrigated as above described; -  
by recognizing the change and exchange of Applicants' direct-flow right as set forth in paragraph 14 above, including Applicants' right to store up to 11.76 acre feet per year in the Cold Springs Reservoir as above described; by directing Applicants to release from said storage, to the South Platte River and its tributaries, at such times and in such amounts as the Division Engineer, Water Division No. 1 may determine, such amounts of water as are required, in addition to the said Hodgson Ditch right as are utilized at the confluence of Bear Creek and Cold Springs Gulch, to compensate for out-of-priority depletions caused by the development. Such total releases shall be computed in accordance with the increments set forth at Paragraphs 3bi and 3bii immediately below. The Division Engineer shall curtail diversions through any wells included herein if they, or the other features of this plan for augmentation, are being operated or used in violation of the terms of this decree, or if replacement water is not available in Cold Springs Reservoir to make up for well depletions as found herein.

3. The changes in point of diversion, type, and place of use of the Hodgson Ditch water right herein involved are hereby specifically ordered, adjudged and decreed as follows:

a) So as to harmonize with the purposes and needs of the Cold Springs Ranch Development, the type of use of Priority No. 3 of the water rights set forth

in Paragraph 10 above is changed so as to allow its use, directly or by exchange, for the following beneficial purposes:

i) Storage Rights in Cold Springs Reservoir:

domestic; recreational purposes including fishery and wildlife and the development, maintenance and propagation thereof; fire protection; stockwatering; and the maintenance of adequate system storage reserves.

ii) Direct-Flow Rights: domestic and fire protection.

b) Said right is hereby changed to a storage right so as to allow the storage of up to 11.76 acre feet per year of Priority No. 3 of the Hodgson Ditch water rights when such storage can be effected in priority, to be stored at an alternate point of diversion in Cold Springs Reservoir, above described, from the waters of Cold Springs Gulch. Applicant shall only store such right in such reservoir during historic season of use, and then only at the following rates: Between April 15 and August 31 inclusive, at the rate of 0.165 cfs for Priority No. 3; between September 1 and October 15 inclusive, at the rate of 0.0825 cfs for Priority No. 3; no storage of such right shall take place thereafter.

c) Said right is also changed to an alternate point of diversion and place of use located at the confluence of Cold Springs Gulch and Bear Creek. In this manner, as the development progresses, and the need for irrigation-season replacement water arises, such replacement shall be made at the aforesaid confluence. Accordingly, in order to prevent a double use, the amount of Priority No. 3 of Applicants'

water rights which may be stored in the Cold Springs Reservoir shall be reduced from 11.76 acre feet by the following increments:

i) By 0.0157 acre foot after the issuance of, and filing with the Court, a well permit for each lot requiring the construction of a septic tank and leaching field, and

ii) By 0.157 acre foot after the issuance of and filing with the Court, a well permit for each lot requiring the construction of an evapo-transpiration sewage treatment system.

4. Lot owners shall be required to apply for permits to construct their individual sewage treatment systems prior to applying to the State Engineer for permits to construct wells pursuant to this plan for augmentation. Once the lot owners have secured such permits for the individual sewage treatment systems, and the system to be constructed is identified therein, copies of such permits shall be remitted to the State Engineer. In issuing permits to construct wells pursuant to this plan for augmentation, the State Engineer shall identify therein the permitted method of sewage treatment, whether by septic tank and leaching field or by evapo-transpiration systems. Copies of such well permits, along with copies of the permits issued for individual sewage treatment systems, shall be remitted by the ~~State Engineer~~ <sup>Applicant</sup> to this Court and the Division Engineer. 400

The State Engineer shall initially issue well permits only for use of well water in a single-family dwelling. In the event that a lot owner desires to provide water service to his lot through a well which is to serve more than one such dwelling, he shall apply to the State Engineer for the issuance of an appropriate permit (or the modification of a previously issued permit) which shall also be granted as herein provided so as to permit such usage. The application for well permit shall contain the same information

required in the immediately preceding paragraph. The amount of Priority No. 3 of Applicants' water rights which may be stored in the Cold Springs Reservoir shall also be reduced in the same manner as set forth in ¶3c) above, to the same effect as if an on lot well permit were being sought.

In no event shall further well permits issue if, by application of the following formula, the amount of consumptive use computed would exceed the amount of replacement water available, herein computed to be 11.76 acre feet:

$$Q = 0.0313a + 0.313b, \text{ where}$$

Q = consumptive use,

a = the number of well permits issued for lots requiring the construction of a septic tank and leaching field, and

b = the number of well permits issued for lots requiring the construction of an evapotranspiration sewage treatment system.

The amount of water stored in Cold Springs Reservoir, which is not thus required for augmentation may be expressed as  $(11.76 - Q)$  acre feet. This amount of stored water not required for augmentation may be sold, leased or otherwise disposed of by applicants for use within the Cold Springs Ranch subdivision or at such other location as Applicants desire. Any agreement by which such water rights are required to be made available for use on lands other than the Cold Springs Ranch Subdivision for a period in excess of a twelve-month period shall require Applicants, or their successors in interest, to provide actual notice thereof to opponent City and County of Denver and to secure an appropriate decree therefor in the manner provided by law.

The above provisions for reducing the amount of Applicant's water right which may be stored in the Cold Springs Reservoir are self-executing, and shall occur as the appropriate well permits are issued and filed herein. Copies of such permits shall be filed with the Court and the Division Engineer of Water Division No. 1.

So long as the transferable consumptive use dedicated herein is held or utilized for the purposes of augmentation pursuant to this decree, the water rights involved herein will not be subject to abandonment despite any lack of records of use by the Water Commissioner.

5. The State Engineer, in the discharge of his responsibilities with respect to the processing of applications for permits to construct and utilize wells for the provision of a water supply for the Cold Springs Ranch subdivision, all for domestic, in-house use only, shall recognize the existence and operation of the plan for augmentation herein approved, and shall issue well permits accordingly, so long as the plan is operational. Each permit issued for such wells shall incorporate within it the provisions of this decree.

6. All subsequent purchasers in the Cold Springs Ranch development and the lands formerly irrigated, all as hereinabove defined, shall be bound by the terms of the decree in this matter and the decree shall be filed of record in Jefferson County and thereby constitute a covenant running with the lands. The ten (10.0) acre tract of land formerly irrigated shall not be irrigated or subirrigated by the use of any water right decreed to the Hodgson Ditch headgate or by the use of any other water rights transferred to such land, absent an appropriate decree therefor from the District Court in and for Water Division No. 1.

The restrictive covenants running with the property adopted at the time of subdivision shall be served upon opponent Denver within ten (10) days after recordation. Such covenants shall allow the use of water solely for domestic, in-house purposes, in single-family dwellings only, and then only as permitted under this plan for augmentation. All other uses shall be prohibited. To further facilitate the enforcement of this condition,

Applicants shall form a homeowners' association at the time of subdivision, and the obligations and rights attendant to this plan for augmentation shall be included in covenants affecting the subdivision and shall also be assumed by and assigned to the homeowners' association, which shall ultimately be comprised of all lot owners within the Cold Springs Ranch development. The Hodgson Ditch Rights involved herein shall be conveyed to the association. The association shall enforce the restrictions in the covenants, and shall be required so to do by the restrictive covenants running with the land pursuant to which it is created. It shall be empowered to be sued on behalf of its constituent property owners by any person entitled to enforce the decree in this matter and it may in turn sue its constituent property owners to enforce compliance with the terms hereof, or join them in any enforcement procedure. On or before April 1 of each year of its existence the association shall report to the Division Engineer the name and address of the president of the association and the number of wells then constructed, the number of parcels served by such wells, the number of building permits issued for parcels not presently served by such wells as well as the total amount of water then in storage. Based upon such data the president of the association shall compute the projected depletion in accordance with this decree, and shall forward the same to the State Engineer in such form as he may prescribe.

7. The State Engineer and the Division Engineer of Water Division No. 1 shall not curtail the diversion of water through any of the wells provided for herein so long as such plan is being administered in accordance with this decree and replacement water is available in Cold Springs Reservoir to make up for well depletions as found to exist pursuant to this decree.

8. It is specifically ordered, adjudged and decreed that, based on hydrological and geological fact, but only pursuant to the operation of this plan, there will be unappropriated water available for withdrawal by the proposed wells and that the vested rights of others will not be injured by the construction and use of such proposed domestic wells.

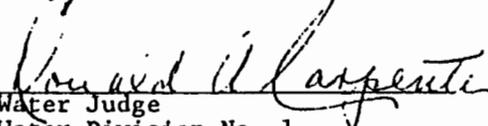
9. The Water Commissioner for Water District No. 9 is hereby directed to reduce the headgate diversions for Priority No. 3 of the Hodgson Ditch by 0.165 cfs.

10. Pursuant to §37-92-304(6), C.R.S. as amended 1977, and in order to insure that no injury occurs to the vested rights of others, including Applicants, either party herein may reopen this decree within three (3) years of the date of recording of the subdivision plat, but only for purposes of presenting further evidence regarding the projected consumptive use figures set forth in paragraphs 4, 5, 12, and 14 of the above findings, as well as paragraphs 3 and 4 of this decree. Such evidence may only be presented upon a petition therefor having been filed by either of the parties hereto within such three (3) year period and then only based upon actual dry-up conditions on the lands formerly irrigated, or experience encountered in the use of the individual sewage treatment systems installed in the Cold Springs Ranch Subdivision. Hearings on said petition shall take place as expeditiously as possible, and shall take precedence over routine matters on the Court's docket.

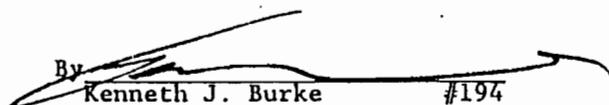
In the event that such further evidence establishes that the domestic usage of water on the Cold Springs Ranch Subdivision consumes more than the amount of augmentation water available by virtue of the dry-up of lands formerly irrigated, such domestic diversions shall be reduced to the extent necessary to insure that the consumptive use attri-

butable thereto does not exceed the amount of augmentation water available.

DATED this 19<sup>th</sup> day of July, 1977.

  
Water Judge  
Water Division No. 1  
State of Colorado

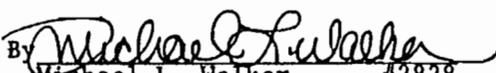
BERMINGHAM, WHITE,  
BURKE & IPSEN  
Professional Corporation

By   
Kenneth J. Burke #194

1100 University Building  
910 Sixteenth Street  
Denver, Colorado 80202  
Telephone: (303) 572-7720

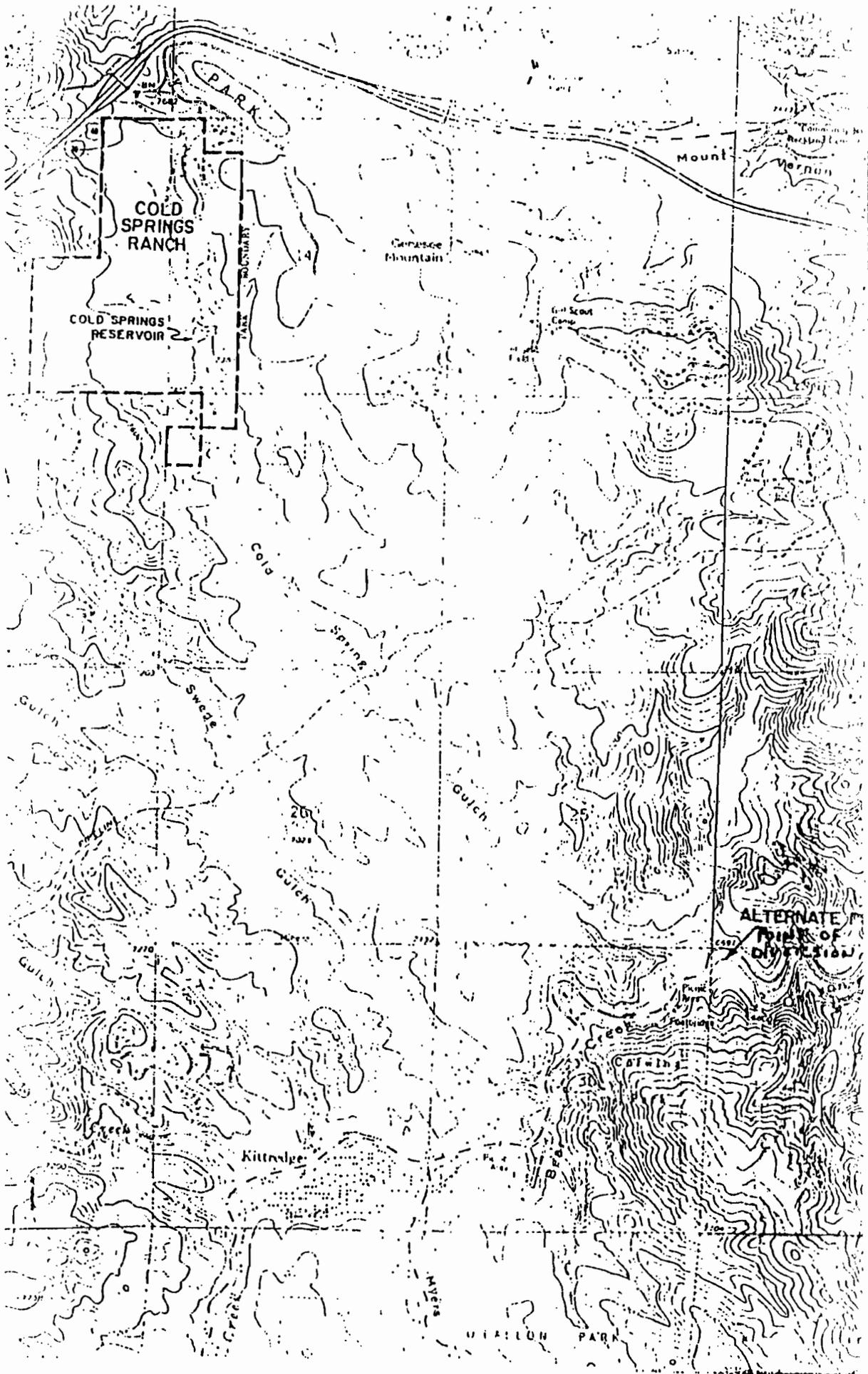
ATTORNEYS FOR APPLICANTS  
FRED CRAIG AND LEE S. MENDEL

City and County of Denver  
acting by and through its  
Board of Water Commissioners,

By   
Michael L. Walker #2828

144 West Colfax Avenue  
Denver, Colorado 80254.  
Telephone: (303) 222-5511

ATTORNEY FOR OPPONENT



A

EXHIBIT "A"

That part of the NW1/4 of the SE1/4 of Section 35, Township 4 South, Range 69 West of the 6th P.M., County of Jefferson, State of Colorado, described as follows: Beginning at the center of Section 35, thence East along the East-West Centerline of Section 35, 1323.59 feet more or less to a point, thence South 329.06 feet more or less to a point, thence West and parallel to the East-West centerline 1323.96 feet more or less to a point, thence North 329.06 feet more or less to the point of beginning, EXCEPT any part of the above described tract lying in Wadsworth Boulevard and, EXCEPT that parcel described as follows:

Beginning at a point on the East and West centerline of Sec. 35, T4S, R69W, which is 1323.59 feet easterly of the center of Sec. 35; thence southerly on the East line of the NW1/4 SE1/4 of said Sec. 35 a distance of 214.71 feet; thence northwesterly on an angle to the right of 127°04'26" a distance of 356.21 feet more or less to the East-West centerline of Sec. 35; thence easterly on an angle to the right of 142°55'54" along said East and West centerline of Sec. 35, a distance of 294.21 feet to point of beginning; and together with all water, water rights and rights to the use of water used in connection therewith, including any and all rights in the Avoca Seepage Ditches Nos. 1, 2 and 3, along the East side of the property owned by Sellers, including all improvements and Avoca Lake; together with any and all other water, water rights, ditch and ditch rights, appurtenant or appertaining to said above described real property, including 8 shares of Hodgson Ditch stock.

Jefferson County, Colorado, known as 3100 So. Wadsworth Boulevard.

JUL 17 1975 FILING STAMP

THIS DEED, Made this 11th day of September 1972, between NICK MONTOYA and AVER E. MONTOYA, of the County of Jefferson, and State of Colorado, of the first part, and LEE S. MENDEL, of the County of Jefferson, and State of Colorado, of the second part:

RECORDED IN COUNTY CLERK'S OFFICE STATE OF COLORADO JEFFERSON COUNTY

WITNESSETH, That the said party of the first part, for and in consideration of the sum of other good and valuable considerations and TEN (\$10.00) DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Jefferson, and State of Colorado, to-wit: See Exhibit "A" attached hereto and by reference made a part hereof as fully as though set forth in full herein.)

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature never, except taxes and assessments for the year 1972 and subsequent years; and subject to reservations, restrictions, rights of way, covenants and easements of record; and subject to any tax or assessment by reason of the inclusion of the subject property in water, sanitation and other districts; subject to Deed of Trust for the use of George Trinkov and Bernice M. Trinkov, dated November 14, 1966, recorded November 30, 1966, in Book 1910, Page 579.

And the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Nick Montoya (SEAL)
Aver E. Montoya (SEAL)

STATE OF COLORADO
City and County of Denver

The foregoing instrument was acknowledged before me this 11th day of September, 1972, by Nick Montoya and Aver E. Montoya.

My Commission expires May 6, 1975. Witness my hand and official seal.
Notary Public

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
ADOPTING POLICIES AND PROCEDURES  
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

- SUBJECT:** Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.
- PURPOSE:** To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** December 19, 2011
- RESOLUTION:** The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:
1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.
  2. Definitions.
    - (a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.
    - (b) "Director" means a member of the Association's Board of Directors.
    - (c) "Party related to a Director" means a spouse, a descendant, an ancestor, a

sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

3. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

4. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the interested Director shall not be present during the discussion or vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

5. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

(a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

(b) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

(c) The conflicting interest transaction is fair to the Association.

6. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

(a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

(b) No contributions will be made to any political parties or political candidates by the Association.

(c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(d) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(e) No Director shall receive any compensation from the Association for acting as a volunteer.

(f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

(j) Any Director convicted of a felony shall voluntarily resign from his/her position.

(k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

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

8. 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 community.

9. 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.

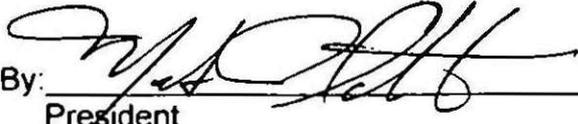
10. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.

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

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on December 19, 2016 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
\_\_\_\_\_  
President

## Document Retention and Destruction Policy

**SUBJECT:** Document Retention and Destruction

**PURPOSE:** To adopt a Document Retention and Destruction Policy

**EFFECTIVE DATE:** 12.1.2012

**RESOLUTION:**

The following resolution has been adopted by the Association pursuant to Colorado law, the Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, Jefferson County, Colorado, and the Bylaws of the Association at a regular meeting of the Board of Directors.

### **SECTION 1** **Introduction**

#### 1.1 **Scope**

This Document Retention and Destruction Policy applies to the Spring Ranch Property Owners' Association Inc. (hereinafter the "Association") and the Association's Board of Directors.

The documents maintained by the Association's legal counsel are not subject to this Document Retention and Destruction Policy.

#### 1.2 **Purpose**

This Document Retention and Destruction Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's Documents. This Document Retention and Destruction Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements.

#### 1.3 **Policy**

- A. It is the Association's policy to maintain complete, accurate and high quality Documents. Documents are to be retained for the period of their immediate use unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy.
- B. Documents that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner.

- C. The Secretary is responsible for ensuring that Documents are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.

#### 1.4 **Compliance**

This Document Retention and Destruction Policy is not intended to be all inclusive, and accordingly must be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.

#### 1.5 **Board Members**

The Association does not require individual Board Members to maintain any Documents. Board Members in their discretion may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board Members receive Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board Members shall send the originals of such Documents to the Secretary to be maintained in the Official Files. Documents created by Board members for their own use as a member of the Board of Directors, including but not limited to notes, drafts, emails, summaries, etc. are not Documents of the Association and should be destroyed by the Board Member once an Association Document is produced or within six months of creation, whichever is sooner, unless otherwise provided herein. E-mail discussions among Board members shall be copied to and saved by the Secretary pursuant to this Policy. No Board Member shall disclose or provide any Document to any owner outside of the Board of Directors. Directors shall direct Owners to make a formal request to the Association pursuant to its inspection of records policy.

#### 1.6 **Annual Purge of Files**

The Secretary shall conduct an annual purge of files. The annual purge of files shall be completed within the first quarter of each calendar year.

#### 1.7 **Destruction Procedure**

All Documents to be purged or destroyed pursuant to this Document Retention and Destruction Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.

#### 1.8 **Certification**

Following the annual purge of files, the Secretary shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines. Each Board Member shall complete a

Certification Letter annually stating that all documents created by him/her have been destroyed pursuant to Paragraph 1.5.

#### 1.9 **Miscellaneous**

There may be an immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.

#### 1.10 **Onset of Litigation**

At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved notwithstanding anything in this policy to the contrary.

Therefore, at the direction of legal counsel the Secretary will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the "hold" period will cease and the time periods provided in the Document Retention and Destruction Guidelines will recommence.

### **SECTION 2**

#### **Definitions**

##### 2.1 **Current**

Current means the calendar year in which the Document was created, obtained or received.

##### 2.2 **Document**

Document means any documentary material that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM. The Documents, as defined in this policy, may encompass more records than those which are available for inspection by Owners pursuant to the Association's Inspection of Records Policy. Not all Documents may be records of the Association as that term is defined in the Inspection of Records Policy and Colorado law, and therefore may not be subject to inspection by Owners.

##### 2.3 **Official Files**

"Official Files" means the files maintained by the Secretary of the Association.

Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.

#### 2.4 Permanent

Permanent means that the retention period for that Document is permanent.

#### 2.6 Termination

"Term + 4 years" means four years beyond the termination of the relationship, contract or coverage.

### **SECTION 3** **Document Retention and Destruction Guidelines**

The Association's Documents are grouped into five functional categories as set forth below. Although every conceivable Document is not listed, the following list should indicate to which subcategory a particular Document relates.

1. <u>Accounting Records</u>	<u>Retention Period</u>
Accounts Payable	7 years
Account Receivable	7 years
Audit Reports	Permanent
Chart of Accounts	Permanent
Depreciation Schedules	Permanent
Expense Records	7 years
Financial Statements (Annual)	Permanent
Fixed Asset Purchases	Permanent
General Ledger	Permanent
Inventory Records	7 years
Loan Payment Schedule	7 years
Federal and State Tax Returns	Permanent

2.	<b><u>Bank/Financial Records</u></b>	<b><u>Retention Period</u></b>
	Bank Reconciliation	2 years
	Bank Statements	7 years
	Deposit Tickets	6 years
	Cancelled Checks	7 years
	Cash Receipts and Cash Disbursement Journals	7 years
	Owner Ledgers	While owner owns a home in the community + 7 years
	Electronic Payment Records	7 years
	Audit Reports	Permanent
	Personal Property Tax Returns	Permanent
	Budgets	1 year
	Reserve Study	Retain current plan at all times
3.	<b><u>Corporate Records</u></b>	<b><u>Retention Program</u></b>
	Board Minutes	Permanent
	Committee Minutes	Permanent
	Member Meeting Minutes	Permanent
	Bylaws, Articles and CC& R's	Permanent
	Rules and Regulations	Permanent
	Policies and Guidelines	Permanent
	Record of Board of Directors or Members without a Meeting (for example, records of decisions made by the Board via e-mail)	Permanent
	E-mail communications among Board members directly related to and resulting in a decision made by the Board outside of a meeting.	1 year

General e-mail discussions among the Board which do not result in any decision being made outside of a meeting	6 months
Record of Waivers of Notices of Meetings of Members, Board of Directors or Committees	Permanent
Board Resolutions	Permanent
Business Licenses	Permanent
Contracts – Major	Life +7 years or warranty period if longer
Correspondence from Legal Counsel	Permanent
Insurance Policies	Life + 4 years
Leases/Mortgages	Permanent
Patents/Trademarks	Permanent
Bids, Proposals	Permanent
Homeowner Records	Permanent
Vendor Invoices	7 years
Written Correspondence between Association and Vendors	7 years
Photographs	7 years
Periodic Reports Filed with the Secretary of State	1 year
Videotapes and Audiotapes of Board Meetings	Until minutes approved
Proxies and Ballots (generally) (unless otherwise provided herein)	1 year after meeting
Proxies and Ballots for Document Amendments	Permanently

	Deeds, Easements and Other Real Property Records	Permanently
4.	<b><u>Employee Records, if any</u></b>	<b><u>Retention Period</u></b>
	Benefits Plans	Permanent
	Personnel Files	7 years
	Employment Applications	3 years
	Employment Taxes	7 years
	Payroll Records	7 years
	Pension/Profit Sharing Plans	Permanent
5.	<b><u>Real Estate Records</u></b>	<b><u>Retention Period</u></b>
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Lease Payment Records	Life + 4 years
	Real Estate Purchases	Permanent
6.	<b><u>Owner Communications</u></b>	<b><u>Retention Period</u></b>
	Written Communications to all Owners generally (including meeting or other notices sent via e-mail, facsimile and regular mail)	6 years
7.	<b><u>Individual Member Files</u></b>	
	Correspondence to Members individually (not including enforcement letters)	As long as Member owns +4 years
	Enforcement Letters (including covenant violation letters and violation letters and delinquency letters)	As long as Member owns +4 years

Owner Complaints (written) As long as Member owns +4 years

Architectural requests and any responses from the Association regarding Requests Permanently

Any Correspondence between Association and Members not otherwise listed As long as member owns +4 years

8. **Miscellaneous**

Miscellaneous Documents (not otherwise listed herein) At Board's discretion

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 12-1-2012 and in witness thereof, the undersigned has subscribed his name.

**SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.,**

a Colorado non-profit corporation,

By:   
President

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF  
ASSOCIATION RECORDS**

- SUBJECT:** Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.
- PURPOSE:** To adopt a policy regarding an Owner's right to inspect and copy Association records. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** 12-1-2012
- RESOLUTION:** The Association hereby adopts the following Policy and Procedures:
1. Records for Inspection. The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:
    - (a) Records of receipts and expenditures affecting the operation and administration of the Association;
    - (b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;
    - (c) Minutes of all meetings of Owners;
    - (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);
    - (e) Records of actions taken by the Owners without a meeting;
    - (f) Records of actions taken by the Board without a meeting, including written communications and e-

mails among Board members that are directly related to the action so taken;

- (g) Records of actions taken by any committee of the Board without a meeting;
- (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
- (i) The Association's governing documents which are comprised of:
  - (1) The declaration;
  - (2) The bylaws;
  - (3) The articles of incorporation;
  - (4) Any rules and regulations and/or design guidelines; and
  - (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- (n) All financial audits or review conducted for at least the last three years;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;

- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;
- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (w) Resolutions adopted by the Board; and
- (x) All written communications sent to all Owners generally within the past three years;
- (y) A record showing the date on which the Association's fiscal year begins; and
- (z) All waivers of the notice requirements for Owner meetings, Board member meetings or committee meetings.
- (aa) An account for each Lot, which shall designate the name and address of each Owner, the amount of each Assessment, the dates on which each Assessment comes due, any other fees payable by the Owner, the amounts paid on the account and the balance due;
- (bb) An account for each Owner showing any other fees payable by the Owner;

- (cc) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;

2. Exclusions. The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
- (b) Contracts, leases, bids or records related to transactions currently under negotiation;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- (d) Records of executive sessions of the Board;
- (e) Individual unit files other than those of the requesting Owners;

The Association **shall** withhold from inspection and copying the following records as provided by Colorado law:

- (a) Personnel, salary or medical records relating to Individuals;
- (b) Personal identification and account information of Owners, including bank account information, telephone numbers, e-mail addresses, driver's license numbers, and social security numbers;

3. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:

- (a) Making the requested records available for inspection and copying by the Owner within 10 days of the

Association's receipt of such written request, which inspection shall be during the regular business hours of 8:00 a.m. to 5:00 p.m. at the residence of the Secretary; or

- (b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or
- (c) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.

4. Use of Records. Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:

- (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
- (b) For any commercial purpose; or
- (c) Sold to or purchased by any person.

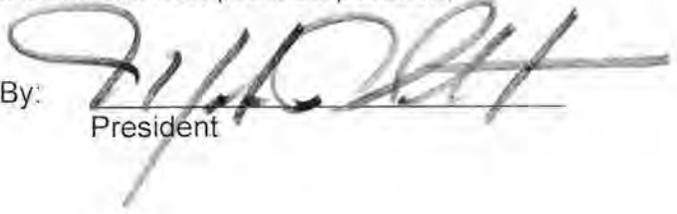
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner, which have been determined to be \$0.30 per page for copies and \$30.00 per hour to search, retrieve, and copy the record(s) requested. For copy requests estimated to exceed \$50.00, the Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.
7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. 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.
11. 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.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 12-1-2012 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado non-profit corporation,

By: 

President



**Colorado Senate Bill 100 required  
resolutions effective August 1,  
2013**

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
REGARDING INVESTMENT OF RESERVE POLICY**

**SUBJECT:** Adoption of an Investment Policy for reserves of the Association.

**PURPOSES:** To adopt a policy for the investment of reserve funds.

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

**EFFECTIVE  
DATE:**

8-1-2013

**RESOLUTION:** The Association hereby adopts a Policy as follows:

1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.
2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.
3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance while minimizing risks and maximizing return rates given the following goals, criteria and policies:
  - (a) Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal while minimizing risk.
  - (b) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
  - (c) Minimal Costs. Minimize investments costs (redemption fees, commissions, and other transactional costs).
  - (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
  - (e) Return. Invest funds to seek a reasonable rate of return.

4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.
5. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach.
6. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
7. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
8. Standard of Care. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. 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 community.
11. 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.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 7-31-2013 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**

a Colorado nonprofit corporation

By:   
President

**POLICY**  
**OF SPRING RANCH PROPERTY OWNERS' ASSOCIATION, INC.**  
**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:** October 12, 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 10 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 30 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 in writing and provided to the Unit Owner within 30 days of the hearing, or if no hearing is requested, within 30 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 (§7)
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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 Up to ten (10) days to comply	Warning letter No fine
Second notice of violation (of same covenant or rule) Thirty (30) days to comply	Initial Letter (§7) \$250.00
Third notice of violation (of same covenant or rule) Additional thirty (30) days to comply	Second Letter (§8) \$250.00

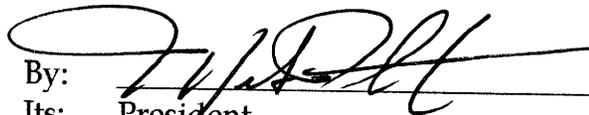
The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two (2) thirty (30) day periods described above have expired.

17. Waiver of Fines. 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 violation being resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.
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.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Spring Ranch Property Owners' Association, Inc., certifies the foregoing Policy was adopted by the Board of Directors on October 12, 2022 and in witness thereof, the undersigned has subscribed their name.

**Spring Ranch Property Owners' Association,  
Inc., a Colorado nonprofit corporation**

By:   
Its: President

**RESOLUTION  
OF THE  
SPRING RANCH PROPERTY OWNERS' ASSOCIATION INC.  
ADOPTING POLICIES AND PROCEDURES  
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

- SUBJECT:** Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.
- PURPOSE:** To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** 8-1-2013
- RESOLUTION:** The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:
1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.
  2. Definition.
    - (a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.
    - (b) "Director" means a member of the Association's Board of Directors.
    - (c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the

Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

3. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.
4. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. The interested Director shall not be present during nor participate in the discussion and vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.
5. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:
  - (a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;
  - (b) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or
  - (c) The conflicting interest transaction is fair to the Association.
6. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:
  - (a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
  - (b) No contributions will be made to any political parties or political candidates by the Association.

(c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(d) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(e) No Director shall receive any compensation from the Association for acting as a volunteer.

(f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

(j) Any Director convicted of a felony shall voluntarily resign from his/her position.

(l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

7. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

8. 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.

9. 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.

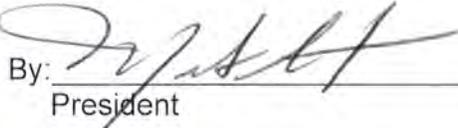
10. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.

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

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of the Spring Ranch Property Owners' Association Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 7-31-2013 and in witness thereof, the undersigned has subscribed his/her name.

**SPRING RANCH PROPERTY OWNERS'  
ASSOCIATION INC.,**  
a Colorado nonprofit corporation

By:   
\_\_\_\_\_  
President

**POLICY  
OF SPRING RANCH PROPERTY OWNERS' ASSOCIATION, INC.  
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:** October 12, 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 on the road signs in the community at least 30 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 30 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 he/she is 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 his or her 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 him/her;
  - (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; and
- (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 his or her 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 him/her;
- (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.**

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:

- (1) 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.
- (2) 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) 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.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Spring Ranch Property Owners' Association, Inc., certifies the foregoing Policy was adopted by the Board of Directors on Oct 12, 2022 and in witness thereof, the undersigned has subscribed their name.

**Spring Ranch Property Owners' Association,  
Inc., a Colorado nonprofit corporation**

By:   
Its: President

**POLICY  
OF SPRING RANCH PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF  
ASSOCIATION RECORDS**

- SUBJECT:** Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.
- PURPOSE:** To adopt a policy regarding an Owner's right to inspect and copy Association records. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.
- AUTHORITY:** The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** October 27, 2021
- RESOLUTION:** The Association hereby adopts the following Policy and Procedures:
1. Records for Inspection. The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:
    - (a) Records of receipts and expenditures affecting the operation and administration of the Association;
    - (b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;
    - (c) Minutes of all meetings of Owners;
    - (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);
    - (e) Records of actions taken by the Owners without a meeting;
    - (f) Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken;

- (g) Records of actions taken by any committee of the Board without a meeting;
- (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
- (i) The Association's governing documents which are comprised of:
  - (1) The declaration;
  - (2) The bylaws;
  - (3) The articles of incorporation;
  - (4) Any rules and regulations and/or design guidelines; and
  - (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;
- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;

- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (w) Policies adopted by the Board;
- (x) All written communications sent to all Owners generally within the past three years;
- (y) A record showing the date on which the Association's fiscal year begins;
- (z) A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the Association in connection with the purchase or sale of a Unit and are not paid for through assessments, including transfer fees, record change fees, and the charge for status letter or statement of assessments due;
- (aa) All documents included in the Association's annual disclosures made pursuant to Section 38-33.3-209.4; and
- (bb) Any other documents required by the Association's governing documents.

2 Exclusions. The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
- (b) Contracts, leases, bids or records related to transactions currently under negotiation;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- (d) Records of executive sessions of the Board;
- (e) Individual unit files other than those of the requesting Owners.

The Association **shall** withhold from inspection and copying the following records as provided by Colorado law:

- (a) Personnel, salary or medical records relating to Individuals;
- (b) Personal identification and account information of Owners, including bank account information, driver's license numbers, social security numbers, email addresses and telephone numbers. Notwithstanding the above, if an Owner or resident has provided the Association with his or her express written consent to disclose his or her email address or phone number, the Association may publish that information to other Owners or residents. If the Owner or resident revokes his or her consent in writing, the Association shall cease making available for inspection the Owner's or residents' email address or phone number after the receipt of such revocation, but the Association need not change, retrieve or destroy any document or record published by the Association prior to the Association's receipt of such revocation.

3. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:

- (a) Making the requested records available for inspection and copying by the Owner within 5 days of the Association's receipt of such written request, which inspection shall be during regular business hours; or
  - (b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or
  - (c) E-mailing the requested records to the Owner within 5 days of the Association's receipt of such written request, if so requested by the Owner.
4. Use of Records. Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:
- (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
  - (b) For any commercial purpose; or
  - (c) Sold to or purchased by any person.
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.
6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.

7. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.
9. Electronic Inspection/Delivery of Records. The Board of Directors shall have sole discretion to determine whether electronic inspection or delivery of Association records is appropriate under the circumstances. To the extent the Board approves electronic inspection or delivery of records, such inspection and/or delivery remains subject to paying fees and costs as specified in Paragraph 5 above.
10. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
11. 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.
12. 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.
13. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S  
CERTIFICATION:**

The undersigned, being the President of Spring Ranch Property Owners' Association, Inc., a Colorado nonprofit corporation, certifies the foregoing Policy was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on \_\_\_\_\_ and in witness thereof, the undersigned has subscribed his/her name.

**Spring Ranch Property Owners'  
Association, Inc.**, a Colorado nonprofit  
corporation

By:   
Its: President, *Mark Schmidt*

**POLICY**  
**OF SPRING RANCH PROPERTY OWNERS' ASSOCIATION, INC.**  
**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:** October 12, 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 1st day of each month. Assessments or other charges not paid in full to the Association on 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 \$25.00 late charge for each Owner who fails to timely pay any assessment on 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 on 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 on 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 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 30 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
  - (iii) 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 60 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 (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued,)	Any time after 10 days after due 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 30 days after due date
Delinquent account	Any time after 60 days

turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	after due date
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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.

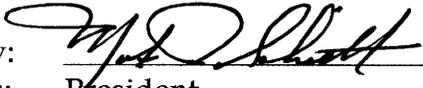
20. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise 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.

#### **PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Spring Ranch Property Owners' Association, Inc., certifies the foregoing Policy was adopted by the Board of Directors on October 12, 2022 and in

witness thereof, the undersigned has subscribed their name.

**Spring Ranch Property Owners' Association,  
Inc., a Colorado nonprofit corporation**

By:   
Its: President