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Debra A Green
Park County Clerk

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

Revised September 20, 2008

Ranch of the Rockies Homeowner's Association

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Adoption and Amendment of Policies, Procedures, and Rules

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

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

The policies, procedures and rules contained in this document may be amended, repealed or altered, in whole or in part, based upon a majority vote of the Board of Directors of the Association.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

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

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

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

Collection Policy and Procedures

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

- 1. Admission Without Fee:
 - a. Ownership of a tract or lot without payment of an admission fee, shall establish the owner as a member of this Association.
- 2. Annual Dues:
 - a. Assessments for annual dues shall be based on and assessed against the individual tracts and the owners thereof, as identified in the original Plat of the Ranch of the Rockies. For the purposes of assessment, tracts of land shall be identified by reviewing the original Plat Document without giving consideration to tracts of land, which may have been joined or combined subsequent to the original Plat.
 - b. The dues assessment is Ninety Dollars (\$90) per year per tract subject to such modification, as the Board of Directors require.
- 3. Payment of Dues:
 - a. The annual dues shall be payable in one installment to be paid when an owner becomes a member and all subsequent installments to be paid on or before the due date as set forth by the Board of Directors and every calendar year thereafter during the period of such membership.
- 4. Special Assessments:
 - a. Special Assessments may be levied on members of this Association only by a majority vote of all members of the Association.
- 5. Default in Payment of Dues or Assessments:
 - a. When any member shall be in default in the payment of dues or assessment for a period of thirty days from the date on which dues or assessments become payable, he shall, for purposes of voting, not be considered as a member in good standing. Such member shall not be reinstated as a member in good standing until he has paid his dues and assessments in full.
 - b. In addition to the foregoing, if any member shall fail to pay his dues or assessments as the same become due, on the failure of payment of the dues or assessments after sixty day's written notice of such delinquency given by the



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Association to such member, the amount of the assessment shall become a lien on such member's unit or lot in the subdivision in favor of the Association and the Association shall have the right to record a notice of claim of lien and proceed thereon for the foreclosure and enforcement of liens. In addition, the Association shall have the right to commence a personal action against such member for the collection of the dues or assessments in any court of competent jurisdiction.

6. Assignment of Dues:

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

7. Dues Billing:

- a. A bill shall be sent to each owner of record on or before January 15th of each calendar year. This itemized bill will reflect the current year's dues plus any dues and/or late charges which may have been assessed for dues in arrears.
- b. Late fees - will be assessed at a rate of 1½ percent per month for any amounts not paid by March 31st of the current year. The late fees will be compounded quarterly as of March 31st, June 30th, September 30th, and December 31st.
- c. Second Notice - Any account not paid in full by June 30th of the current year will be sent a second notice as a courtesy.
- d. Third Notice - Any account not paid in full by September 30th of the current year will be sent a third notice as a courtesy.
- e. Liens - Any owner of record in arrears two years will be sent a letter explaining that a lien will be filed on the property in arrears sixty days after the mailing date of the letter. If no response is received within the 60 day period, a lien for the amount of the dues and any accumulated late charges, plus any future amounts that may accumulate prior to payment in full.
- f. Lien Releases - Arrears which have had a lien recorded against them will, upon payment in full, have the lien released. A release form will be mailed to the owner of record within 30 days of receipt of payment in full.

8. Exception Processing

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

Meetings Policy and Procedures (Board and Member Meetings)

1. Member Meetings

- a. Meetings of the lot owners, as the members of the Association, shall be held at least once each year.
- b. Special meetings of lot owners may be called by the President, by a majority of the Board of Directors, or by lot owners having twenty percent of the votes in the Association.
- c. Not less than ten, nor more than fifty, days in advance of any meeting of the lot owners, the Secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot owner or to any other mailing address designated in writing by the lot owner.
- d. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given. The Association will provide notice of all regular and special meeting of lot owners by electronic mail to all lot owners who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting.
- e. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board.



- f. **Quorum** – The members holding ten percent (10%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice.
- g. **Proxies** – Any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member and registered with the Board of Directors. No proxy shall be valid after six months from the date of its execution.

2. Board Meetings

- a. All regular and special meetings of the Association's Board of Directors or any committee thereof shall be open to attendance by all members of the Association or their representatives.
- b. All lot owners or designated representatives so desiring, shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings except that, for regular and special meetings of the Board, lot owners who are not Board members may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board.
- c. **Regular Meetings:** The Board of Directors shall meet at the times and places it shall select.
- d. **Special Meetings:** A special meeting of the Board of Directors may be called by or at the request of the President or Secretary.
- e. **Notices of any special meetings** of the Board of Directors shall be given at least six days prior thereto by written notice delivered personally or sent by mail or electronic mail to each Director. Any Director may waive notice of any meeting.
- f. **Quorum:** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting.

3. Election Procedures (for Board of Directors)

- a. **Mailing and Receiving of Ballots**
 - i. Ballot cards will be included and mailed to the property owners in the summer newsletter.
 - ii. Cards that are mailed back to RORA will be placed in a locked container to be opened after the mail delivery of the day prior to the annual meeting (normally the second Saturday of August), and prior to the official counting of the ballots. Mail in ballots will be verified and counted by the RORA Secretary and the designated counting team prior to the close of balloting at the annual meeting. Mail in ballots received after the mail delivery of the day prior to the annual meeting will not be counted.
- b. **Qualifications for Accepting a Vote**
 - i. Ballot cards must include the property owner's name and lot number(s).
 - ii. One vote per lot. Example: if an individual owns three lots they will be eligible for three votes.
 - iii. Property owners must be included on the RORA membership list. If property is in a corporation name, or a trust name, only one individual may be identified as a representative and cast ballots.
 - iv. If there is a discrepancy concerning the ownership of a lot, or if the property was purchased and the owner is not on the RORA membership list, the vote can be counted if a copy of a recorded deed is provided showing the Grantee (owner) is holder of said property.
 - v. All Association dues must be up to date.
 - vi. Ballots may be cast at the annual meeting. The President of the Board of Directors will announce the time that balloting will be closed after the candidates have finished making their presentations.
 - vii. At that time, the ballot box will be taken to the office, opened, and the ballots will be verified, counted and the counts will be combined with the counts from the mail in ballots by the RORA Secretary and the designated counting team.

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



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Handling Board Member Conflicts of Interest

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

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

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

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

1. The Association shall provide to all lot owners, at least once per year, a written notice stating the name of the Association; the name of the Association's designated agent or Management Company, if any; and a valid physical address and telephone number for both the Association and the designated agent or Management Company, if any. The notice shall also include the name of the common interest community, the initial date of recording of the Declaration, and the reception number or book and page for the main document that constitutes the Declaration. If the Association's address, designated agent, or Management Company changes, the Association shall provide all lot owners with an amended notice within ninety (90) days after the change.
2. Within ninety (90) days after the end of each fiscal year, the Association shall make the following information available to lot owners upon reasonable notice:
 - a. The date on which its fiscal year commences;
 - b. Its operating budget for the current fiscal year;
 - c. The Association's current assessments, including both regular dues and special assessments;
 - d. Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
 - e. The results of any financial audit or review for the fiscal year immediately preceding the current annual disclosure;
 - f. A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
 - g. All the Association's bylaws, articles, and rules and regulations;
 - h. The minutes of the Executive Board and member meetings for the fiscal year immediately preceding the current annual disclosure; and
 - i. The Association's responsible governance policies
3. It is the intent of this section to allow the widest possible latitude in methods and means of disclosure, while making the information readily available at no cost to lot owners at their convenience. Disclosure shall be accomplished by one of the following means: posting on an internet Web page with accompanying notice of the Web address via first-class mail or e-mail; the maintenance of a literature table or binder at the Association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.
4. Membership lists may not be obtained for reasons unrelated to the owner's interest as an owner without the consent of the Board of Directors.

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



Reserve Fund and Investment Policy

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

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

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

The Treasurer shall have the authority to open accounts, or to transfer funds between Association accounts of various types. It requires the signature of one Board member to withdraw amounts up to \$1,499, two Board members to withdraw amounts from \$1,500 to \$2,999 and three Board members to withdraw amounts of \$3,000 or more. The Treasurer shall be responsible for arranging the signing of necessary signature cards as soon as practical after opening an account.

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

Reimbursement Policy

Persons making purchases or traveling for the benefit of the Ranch are entitled to reimbursement of their expenses. The Ranch of the Rockies Association shall keep certain amounts of cash (not to exceed \$200) in a petty cash lockbox for reimbursement of small expenditures (i.e. postage, office supplies, etc.). To be reimbursed from petty cash, the person requesting the reimbursement must provide a receipt to the Ranch Manager.

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

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

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

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

Prohibitions Contrary to Public Policy

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

The Association shall not prohibit any of the following:

1. The display of the American flag by a lot owner (or occupant) on that lot owner's property, in a window of the lot owner's residence, or on a balcony adjoining the lot owner's property if the American flag is displayed in a manner consistent with the Federal Flag Code, p. 1. 94-344; 90 stat. 810; 4 u.s.c. 4 to 10. The Association may adopt reasonable



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

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

Vehicle Towing Policy

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

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

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



Enforcement Policy and Procedures

1. Property Owner Files Complaint

In order to initiate the enforcement process described below, a property owner must submit a signed complaint on a form provided by the Association. The form can be obtained at the Ranch office or downloaded from the internet in pdf format. The complaint must be submitted in a sealed envelope to be opened by a Rules Enforcement Committee member. Complaints will be kept confidential.

2. Rules Enforcement Committee (REC) Evaluates

The REC will open the complaint and verify that the information contained in the complaint is accurate and that the subject matter is appropriate for the committee to act upon. In the event that the complaint is determined to be without substance or merit, the REC will send a written response to the complainer explaining the position of the REC and terminating the process. The REC will determine whether the complaint is a violation of RORA rules, or Park County Land Use Regulations (EURs). If it is determined to be a violation of the LURs, they will inform the complainant of the procedure for filing a complaint with Park County.

3. Violation Notice Preparation

Upon determining that there is a violation of RORA Policies and Procedures, the REC will prepare and submit notices of violation that they believe should be sent to the accused property owner, to the RORA Board of Directors (BoD) for their approval.

4. Board Approval/Rejection

If approved by the BoD, the REC will send the notice to the accused violator requesting correction of the noted violation. In the event that the Board rejects the notice, the notice will be returned to the REC for modification and resubmission or other disposition, as determined by the BoD.

5. Violation Notice Sent

The first notice of violation will be sent to the violating party by USPS first class mail. The violator will be asked to correct the violation immediately upon receipt of the notice.

6. Violation Corrected

If the situation is corrected within thirty (30) days, the matter shall be closed and a note so stating should be sent to the complaining party and the violator.

7. Violation Not Corrected

If the violation has not been properly corrected or arrangements to do so communicated to the REC within the thirty (30) days, the REC should send a second notice via USPS Certified Return Receipt requested mail.

8. Violation Corrected on 2nd Notice

If the situation is corrected within the next thirty (30) days the matter shall be closed and a note so stating should be sent to the complaining party and the violator.

9. Violation Not Corrected on 2nd Notice

All pertinent material shall be turned over to the RORA attorney for review and a legal opinion regarding the matter. Based upon the attorney's opinion, the BoD will instruct the attorney to commence legal enforcement. The attorney will send a letter to the violator to inform him/her of the impending action to enforce the rule and advise the violator of possible penalties. The attorney will advise the violator of available resources for alternative dispute resolution, including, without limitation, the resources offered by the Office of Dispute Resolution within the Colorado judicial branch, or a law suit.

10. Legal Action

If no satisfactory response to the attorney's letter is received within thirty (30) days, the attorney will commence legal action and bring suit against the violator in which case the court will determine the case.

11. Final Disposition

Upon resolution, through compliance, mediation, or court determination, the REC should send a note to the original complainer explaining the outcome of the action.

Rules Section of Policies and Procedures for the Ranch of the Rockies Association

Introduction

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

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

All easements as shown on recorded Plats in Park County must be respected and Rights of way must be kept open and readily accessible for use, service, and maintenance. The ground floor area of the main structure of any Dwelling, exclusive of open porches, garages, and basements, will be not less than 600 square feet.

Mobile Homes

As described in the following excerpt from the LURs, mobile homes are not allowed:

Mobile Home: A factory-assembled structure at least fourteen (14) feet wide without a permanent foundation, designed to be transported on its own wheels arriving at the site requiring no construction activities in order to be occupied. The unit is equipped with all the necessary service connections required in order for the unit to be occupied. Removal of the wheels and placement on a foundation does not change its classification as a Mobile Home. By definition, a Mobile Home includes any mobile factory-assembled structure constructed prior to the implementation of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.). Park County does not allow a Mobile Home to be used as a dwelling unit except when placed in a Mobile Home Park or in Recreational Vehicle Park. The term "Mobile Home" does not include travel trailers, fifth-wheel trailers, campers, camper buses, motor homes, modular homes, Recreational Vehicles, or Manufactured Homes. After the building permit has been issued for the primary structure, a homeowner/builder may choose to utilize a Recreation Vehicle or a mobile home as temporary housing while the homeowner/builder is constructing the permanent primary structure.

Accessory Structures

Many people have expressed the desire to construct a shed or other accessory structure on their otherwise unimproved lot. The following excerpt from the LURs defines Park County's position regarding such structures:

Accessory Structure: A structure or building customarily and commonly associated with and clearly subordinate to a lawfully existing Principal Building located on the same Lot. For Lots less than thirty-five (35) acres, an Accessory Structure is not permitted unless a Principal Building is in existence and use on the same Lot, or a building permit for such Principal Building has been obtained. An Accessory Structure, regardless of the existence of a Primary Structure, is permitted on parcels thirty-five (35) acres or larger. An accessory structure may not be occupied as a dwelling.

Signs

Regarding signs, the Park County LURs contain eight pages of information stating what is allowed or prohibited. In addition, the Colorado Common Interest Ownership Act (CCIOA), the act which governs Home Owners' Associations (HOAs), contains several pages of what an HOA can or cannot control. Between these two governmental dictates, nearly every kind of sign is addressed. Therefore anyone wishing to put a sign on their lot must do a great deal of research, or risk wasting their money and their effort. In addition, RORA has determined a need to address Real Estate Signs in the Policies & Procedures rules.

Water Augmentation Plan

The Ranch of the Rockies Association has an obligation to administer the Water Augmentation Plan as adjudicated in Colorado State Water Court. We are required to maintain the Buffalo Creek Reservoir, however no one on the Ranch of the Rockies is allowed to dam, divert or collect water in any manner. That includes the fact that legally, we are not even allowed to collect rainwater in a barrel under our eaves. This means that there is no reason for the Association to make a rule regarding this matter.



Animals

Anyone owning property on the Ranch who also owns pets or livestock should be aware of the Park County regulation regarding animals. "Park County Animal Control Resolution 95-11 8(a)" the Animal Control Resolution of 1995 is very specific regarding loose uncontrolled animals and addresses fines for non-compliance. Therefore, it should not be necessary for the Association to make redundant rules regarding this matter. In addition, since our property is surrounded by agricultural ranches, people who care about their dogs should be aware that it is perfectly legal and within the rights of a rancher to shoot trespassing dogs that are harassing his livestock. We have had instances where that has happened as recently as 2004. Please, for your pet's sake, don't allow them to run at large.

ATV Use

Many people have expressed great disappointment in the fact that they are not allowed to operate their ATVs and other motorized vehicles that are not street legal on the roads within the Ranch. All roads within the subdivision are Park County roads. The Association has absolutely no input or control over how Colorado State laws are enforced upon these roads. The Park County Sheriff's Office (PCSO) and the Colorado State Patrol both have a presence on the Ranch and may choose to enforce the law on these roads. Anyone with questions about the laws concerning these vehicles or their operation should contact either of those agencies to have their questions answered.

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

Common Areas

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

Rules Enforcement Committee

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

Architectural Review Committee

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

Penalties

If a violation of the rules has been identified, processed according to the procedure described in the Policies and Procedures document, and has not been resolved, a fine of up to \$25.00 per day will be assessed from a time commencing thirty days after the second notice of the violation was sent, until the violation is corrected.



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Debra A Green
Park County Clerk

Rules

Campers and Camping

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

1. Unimproved Lots

Property owners may use their Unimproved Lot for camping with the following provisions:

- a. No tent, trailer, recreational vehicle, or other camping unit may be set upon a foundation or permanently affixed to the ground on any Lot.
- b. Camping units are not allowed to remain indefinitely on unimproved Lots within the development. Camping units may be left on unimproved Lots from April 1 to October 1.
- c. After October 1, the camping unit must be removed. The camping unit may be stored, by Members in good standing of the Ranch of the Rockies Association, in the R.V. Storage Area located in Filing 1, provided space is available and the member has signed a storage agreement (at a nominal fee of \$1 per month) with the Ranch of the Rockies Association.
- d. Proper sanitation practices are required while the unit is in use. An R.V. dump station is provided at the Pavilion area during the summer season.
- e. A provisional Winter Camping Permit must be obtained from the Ranch Manager for camping (not to exceed 2 consecutive weeks) outside the above 6-month window.

2. Improved Lots (Lot with a permanent residence, which has a Certificate of Occupancy issued by Park County)

- a. Permanent residents with improved Lots may store their camping unit on their Lot. The camping unit must be in good repair and appearance.
- b. Proper sanitation practices are required if the unit is occupied while parked on the improved lot.
- c. After October 1, a provisional Winter Camping Permit must be obtained from the Ranch Manager for occupancy (not to exceed 2 consecutive weeks) outside the 6-month window from April 1 to October 1. An R.V. dump station is provided at the Pavilion area during the summer season.

There will be no grandfathering of camping units being stored on lots without a primary residence prior to the acceptance date of these amendments.

Real Estate Signs

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

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

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



Building Type and Use

1. All Lots in the development and Common Elements are zoned R (Residential) by the applicable Park County Land Use Regulations.
2. Prior to any excavation or construction for a driveway, septic system, dwelling or accessory structure, the applicable permits must be obtained from the appropriate State or County Agency or Department¹.
3. Architectural Control: Building plans and specifications are to be submitted to the Ranch of the Rockies Architectural Control Committee for approval before commencing construction. The committee will approve or disapprove the plans and specifications within fifteen (15) days².
4. Building Appearance: In order not to impair the appearance of the development, the exterior of each Dwelling or Accessory Structure located on any Lot must be maintained in good repair and condition. Color schemes must be compatible with the natural environment and surroundings at the discretion of the Ranch of the Rockies Architectural Control Committee.
5. Any modifications to any existing structure (including color) must be submitted to the Ranch of the Rockies Architectural Control Committee for approval.

Lot Appearance and Use

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

Hunting and Firearms

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

Outdoor Lighting

The purpose of this regulation is to:

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

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

Comment: Practical Considerations

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

Maximum Lamp Wattage and Required Luminaire or Lamp Shielding

1. All outdoor lighting installations shall be designed and installed to be fully shielded (full cutoff), except as in exceptions below.

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

² The Association has no authority to authorize anything that the Park County LURs, ordinances, or Colorado law prohibits.
Revised 9-20-2008



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

Lighting that is exempt from these regulations

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

Definitions

Glare:

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

Landscape Lighting:

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

Obtrusive Light:

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

Luminaire (light fixture):

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

Fully Shielded (full cutoff) Luminaire:

A luminaire emitting no light above the horizontal plane.

Spill Light:

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

Procurement Policies

Guidelines

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

Materiality

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

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



Determining the Process

- Requirement - The Board of Directors must approve any expenditure greater than \$100. Purchases of non-expendable goods (i.e. tools and equipment) should be recorded in the HOA books as assets and be added to the current tool inventory.
- Petty Cash - For items less than \$20.00, cash from the petty cash may be used to pay for minor expenses. For expenditures of \$20.00 or more, checks must be used. Receipts must be put in the box for cash used. The fund must be reconciled at least once a year, or when the cash is nearly exhausted. The accountant will do the reconciliation and replenish the cash when necessary.
- Checks written to pay for all expenses must be signed by BoD member(s) as follows:
 - o \$0 - 1,499 must be signed by one Board member
 - o \$1,500 - 2,999 must be signed by two Board members
 - o \$3000 and up must be signed by three Board members
- Expenditures that may reasonably be expected to exceed \$5000 must be executed by following the defined bid/quote procedure.

Vendor/Supplier Qualification

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

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

Request for Quote for Goods and Materials

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

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

Request for Quote for Contracted Services

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



Elements of a Contract Proposal

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

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

Contract Award Process

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



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Debra A Green
Park County Clerk

Request for Price Quote for Goods or Materials

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

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

Detailed description:

Make: _____

Model: _____ Color: _____

Other Items of Concern _____

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

Date & Time Quote Must Be Received: ____/____/20____

Name of Firm Quoting Price: _____

Name of person providing information: _____

Contact phone number: _____

Additional information (Optional) provided by vendor:

RORA Ranch Manager: _____ Date: ____/____/20____

Telephone/Fax Number: (719)836-2079

Email address: rorahoa@chvalley.net



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Debra A Green
Park County Clerk

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

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

Please furnish a price quote including all labor, material, taxes, and other ancillary charges (if applicable) for the following:

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

(If necessary, additional information will be attached.)

Payment Terms: _____

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

Ranch of the Rockies Association
Sealed Bid
492 Ranch Road
Hartsel, CO 80449-8502

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

Requested Bid Receipt Date: ____/____/20____
Bid Opening Date: ____/____/20____
Bid Award Date: ____/____/20____
Requested Project Start Date: ____/____/20____
Requested Project Completion Date: ____/____/20____

License and insurance information should be included. All proposals must contain the name of the firm/individual submitting the bid and be signed by a legal representative of the firm/individual.

RORA Ranch Manager: _____ Date: ____/____/20____

Telephone/Fax Number: (719)836-2079 email: rorahoa@ghvalley.net