

*Governance Standards, Policies, and Rules  
for  
Ranch Meadow Condominiums Association  
Estes Park, Colorado*

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**Ranch Meadow Condominiums Association  
Estes Park, Colorado**

***Governance Standards, Policies, and Rules***

**Adopted by the Board of Directors  
(Revisions completed March 2006 to Reflect Changes for CCIOA Non-Profit  
Corporations under Senate Bill 100, Passed by Legislature in 2005).**

**1. Introduction.**

The Board of Directors (the Board) of the Ranch Meadow Condominiums Association, a Colorado non-profit corporation (the Association), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration, Conditions and Restrictions for Ranch Meadow Condominiums (a Common Interest Community) (the Declaration) (such documents being collectively referred to as the Association Documents), and the Colorado Common Interest Ownership Act (CCIOA), has enacted 22 new documents and systemized all previously adopted rules and regulations, titled *Governance Standards, Policies, and Rules* with an effective of April 1, 2006, all of which shall be enforceable on all Owners in the Association. The Governance Standards, Policies, and Rules adopted on March 30, 2006, with an April 1, 2006, effective date supersede any previously adopted Rules and Regulations or Policies on the same subject matter.

**2. Policies and Rules Purposes.**

The Governance Standards, Policies, and Rules adopted by the Board serve as guidelines for the effective and efficient management of the resources of the Association. Senate Bill 100 passed by the Colorado Legislature in 2005 amended the State Statutes on governance of CCIOA communities. Twenty-two of the Governance Standards, Policies, and Rules adopted by the Board were designed to bring the Association into compliance with the revised statutes.

**3. Scope of Governance Standards, Policies, and Rules for the Association.**

Governance Standards, Policies, and Rules for the Ranch Meadow Condominiums Association can be viewed as documents designed to clarify the Declaration and Bylaws of the Association. They cover financial, governance, insurance, landscape, maintenance, parking and restrictive covenants as they relate to the Association management. The document presented here incorporates Governance Standards, Policies, and Rules adopted and/or revised by the Board in 2002, 2004 and 2006 into a systematized listing.

**4. Variance.**

The Board may from time to time vary from the requirements set forth in the Governance Standards, Policies, and Rules if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

**5. Amendment.**

The Governance Standards, Policies, and Rules may be amended from time to time by the Board.

**6. Effective Date for the Governance Standards, Policies, and Rules.**

The effective date for Governance Standards, Policies, and Rules presented in this document is April 1, 2006. Governance Standards, Policies, and Rules as adopted by the Board of Directors March 30, 2006 supersede all other earlier published Policies and Rules variously named as Rules and Regulations, Often Asked Questions, and any other name attached to such Association governing documents.

**7. Certification.**

The undersigned, being the duly elected and acting Secretary of the Ranch Meadow Condominiums Association (the Association) certifies that the foregoing Governance Standards, Policies, and Rules adopted by the Board in 2002, 2004 and 2006 were approved by the vote of a majority of the Association’s Directors at a meeting of the Association’s Board of Directors held on March 30, 2006, in the meeting room of the Estes Park Volunteer Fire Department, 901 N. St. Vrain, Estes Park, Colorado.

Dated March 30, 2006.

RANCH MEADOW CONDOMINIUMS ASSOCIATION

By: MARLAN NELSON (printed name)

/s/ \_\_\_\_\_  
(Signature of Secretary)

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**GOVERNANCE STANDARDS (GS) FOR THE ASSOCIATION**

The Governance Standards for the Association describe the method or methods by which the Board governs the Association.

**GS1.2006: Communicating With Owners About Special, Annual and Board Meetings. (Senate Bill 100.3.2).\***

In attempts to keep Members informed about the operations of the Association, the Board will use the following tools to communicate with the Members: (a) Periodic Newsletters sent by electronic or U.S. Post Office mail, or by hand-delivery; (b) Posting of information in the Notice Box located at the corner of Raven Avenue and Raven Court; (c) Posting of information on the Association website at [www.ranchmeadow.com](http://www.ranchmeadow.com). (Adopted by the Board, March 30, 2006.)

**\*The citation in parentheses after the Title of each section is the source documentation for the regulation.**

**GS2.2006: Conduct of Association and Board Meetings. (Senate Bill 100.3.0).\***

Association Meeting refers to any meeting at which all Members participate, as differentiated from meetings called by the Board of Directors as part of the Association Management.

Unless otherwise provided in the Association Documents, and except as set forth in the code of conduct below, meetings of the Members shall be conducted in accordance with (a) Robert's Rules of Order Newly Revised, or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.

Member meetings shall be conducted in accordance with the following code of conduct: (a) Anyone wishing to speak must first be recognized by the meeting chair; (b) Members shall not interrupt anyone who validly has the floor; (c) When speaking, Members shall abide by any time limits set by the meeting chair for comments; (d) Members shall at all times speak and otherwise behave with common courtesy and civility. In particular Members shall refrain from personal attack, and from using profane, rude or threatening language; (e) Any comments should be relevant to the agenda item being discussed; (f) No member may speak for a second time on an issue until everyone who wants to speak about that issue has been given the chance to speak once; (g) Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair; and (h) Members shall obey all orders made by the meeting chair, including an order to step down (i.e., an order to stop speaking and yield the floor).

Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Members will include (a) Establish Quorum; (b) Call Meeting to Order; (c) Approval of Minutes of Prior Meeting; (d) Reports of Committees/Officers; (e) Election of Directors (if annual meeting); (f) Old Business; (g) New Business; and (h) Adjournment.

Minutes of Member meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records. Because minutes of Member meetings will be taken, and in order to encourage full discussion by the Members, no Member meeting may be recorded by audio or video means unless otherwise allowed by the Board in its sole discretion.

Meetings of the Association's Board shall be conducted in accordance with the requirements of the Association Documents (especially the Bylaws), CCIOA and the Nonprofit Act, to the extent applicable. Unless otherwise provided in the Association Documents, and except as set forth in the code of conduct below, meetings of the Board shall be conducted in accordance with (a) Robert's Rules of Order Newly Revised or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.

Participants in Board meetings shall abide by a code of conduct that observes the following principles: (a) Board members shall conduct themselves in a professional and businesslike manner; (b) No personal attacks may be made against other Board members, Association Members, residents or managing agents; (c) Board members shall at all times speak and otherwise behave with common courtesy and civility. In particular refraining from personal attack, and from using profane, rude or threatening language; (d) Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.

Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Board will be the following: (a) Establish Quorum; (b) Call Meeting to Order; (c) Approval of Minutes of Prior Meeting; (d) Reports of Committees/Officers; (d) Election of Officers (at meeting immediately after Annual Meeting); (e) Old Business; (f) New Business; (g) Executive

or closed-door sessions of the Board may be called to discuss matters which would be defined as an invasion of privacy for individuals if conducted in public; (h) Adjournment.

Minutes of Board meetings will be taken by (a) the Board Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records. **(Adopted by the Board, March 30, 2006.)**

**GS3.2006: Insurance Coverage for Personal Belongings and Other Insurance Needs to be Provided Through Owner's Insurance Policy. (Frequently Asked Questions, 2002/Rev. 2004).\***

Individual Condo Owners should consult with their choice of insurance agents to determine the type and amount of coverage they need to cover their personal belongings as well as coverage of other aspects of their privately held property. **(Adopted by the Board, March 30, 2006.)**

**GS4.2006: Insurance: Definition of the Association Master Policy. (Frequently Asked Questions, 2002/Rev. 2004).\***

The Association Master Insurance Policy is the Policy covering the Association's Common and Limited Elements, General Liability and Liability for Volunteer Board of Directors Members. The policy is negotiated by the Board of Directors, and under the Declaration for the Association, the Board is designated to act as the agent for each Owner as well as for the Association totally. **(Adopted by the Board, March 30, 2006.)**

**GS5.2006: Insurance: What Is Covered by the Master Policy. (Frequently Asked Questions, 2002/Rev. 2004).\***

The Association Master Insurance Policy covers all buildings and other Common Elements, which includes building structural elements, roofing and roof decking, siding, decks, pavement, unit floors, appliances that were provided by the builder when the unit was sold for the first time, windows, hot water heaters, and insulation. The Master policy does not cover repair of any of the appliances, and it covers only the original appliances provided by the builder; all appliances that were or have been upgraded are not included in the coverage. The insurance coverage is complex and Owners are advised that if they have a specific question, the insurance agent may have to be contacted to accurately answer the question.

If an Owner makes improvement to a Unit after taking possession, the Owner is responsible for increasing his/her individual casualty insurance coverage. An Owner's personal possessions and personal liability are not covered by the Master Policy. **(Adopted by the Board, March 30, 2006.)**

**GS6.2006: Managers, Agents and Employees of the Association Subject to the Mandates of CCIOA. (Senate Bill 100.5.3).\***

The Board hereby approves the extension of all provisions of the CCIOA to managing agents, employees, independent contractors or any other person acting on behalf of the Association.

Even though the Association's governing documents may already do so, this extension reiterates the right of an Association to terminate a contract with a management company for

cause without penalty to the Association, and further allows for re-negotiation of any such contract. **(Adopted by the Board, March 30, 2006.)**

**GS7.2006: Membership in the Association. (Bylaws, Article III.1).\***

All Owners of property in the Ranch Meadow Subdivision, Estes Park, Colorado, are members of the Ranch Meadow Condominiums Association. **(Please see Article III, Section 1, Bylaws of the Association for complete details on definition of Membership. Adopted 1997).**

**GS8.2006: Owner Education. (Senate Bill 100.4.2)\***

The Board or its designated agent shall conduct an annual program to acquaint Owners with the operation of the Association, the Board, and the rights and responsibilities of Owners at Ranch Meadow Subdivision. The program date will be announced during the first two months of each year in a story in the Association's Newsletter, in a posting on the Ranch Meadow web site, and in e-mail messages to all Owners for whom the Association has addresses. **(Adopted by the Board, March 30, 2006.)**

**GS9.2006: Proxy Voting by Owners. (Association Bylaws, II.2; Senate Bill 100.3.3).\***

**Procedure for filing a Proxy for voting at Association Meetings is covered in Article III, Section 2, the Bylaws of the Ranch Meadow Condominiums Association, adopted 1997, amended February 2, 2006).**

**GS10.2006: Sale of Condo, Including Procedure and Documents Needed. (Senate Bill 100.2.2 and 2.3).\***

The seller of a Ranch Meadow Condominiums Association Unit must mail or deliver to the buyer copies of the following documents before the title commitment deadline in the sales contract: (a) Governance Standards, Policies, and Rules of the Association; (b) The Association Declaration; (c) Minutes of the most recent Owners' meeting and any Board of Directors meetings that occurred within the six months immediately preceding the title deadline; (d) The Association's Operating Budget; (e) The Association's annual income and expenditures statements; and (f) The Association's annual balance sheet.

The Association shall use its best efforts when asked by the Seller to help to collect any documents that are Association records. If the buyer objects to the documents, the buyer may terminate the contract by giving the seller written notice specifying the objectionable provisions. Notice must be signed by or on behalf of the buyer and delivered to the seller on or before the governing documents' objection deadline. If the seller does not receive this notice, it is assumed that the buyer has accepted the document.

The seller of a condominium unit at Ranch Meadow must give the buyer all of the documents referenced above. If a real estate broker is involved, the agent must give the buyer the documents before the title commitment deadline stated in the sales contract. In a "sale by Owner" transaction, the seller must give the buyer the documents at least 10 days before closing.

The seller must give the buyer the following written disclosure statement:

"The buyer hereby acknowledges that the buyer has received copies of the Declaration, Covenants, Bylaws, and Governance Standards, Policies, and Rules of the Ranch Meadow Condominiums Association and that the buyer understands that these documents constitute an agreement between the Association and the buyer. By signing this statement, the buyer acknowledges that the buyer has read and understands the Association's Declaration, Bylaws and

Governance Standards, Policies, and Rules. The buyer also understands that by completing this purchase, the buyer is responsible for paying assessments to the Association. If the buyer does not pay these assessments, the Association could place a lien on the property and possibly sell it to collect the debt.

“The buyer also understands that any change to the exterior of the property may be subject to Board of Directors review and approval. Failure to secure such review and approval could be a violation of the Declaration and could result in remedial action being taken by the Association.”

The seller must obtain from the buyer a signed acknowledgement that the buyer has received the documents and disclosure statement referenced above. The seller is responsible for delivering the buyer’s signed acknowledgement to the Association or its management company.

If the seller does not provide the documents and disclosure statement to the buyer, the buyer has a claim against the seller for all resulting damages unless (1) buyer’s damages were caused by the Association’s failure or refusal (without legal justification) to provide Association documents despite the seller’s good faith attempts to obtain them, or (2) the Association failed to maintain its records as required under CCIOA Section 317. **(Adopted by the Board, March 30, 2006.)**

**GS.11.2006: Voting Rights of Association Members. (Senate Bill 100.3.3; Association Bylaws, III.2).\***

**Voting Rights of Association Members are contained in Article III, Section 2, Bylaws of the Association, adopted 1997, amended February 2, 2006).**

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## **POLICIES (P) OF THE ASSOCIATION**

**Policies are defined as the procedures adopted by the Association Board to describe processes used in carrying out its assigned or legally mandated responsibilities in the governance of the Association.**

**P1.2006: Amending Association Bylaws. (Association Bylaws.VIII).\***

**(For procedures to be followed for Amending the Bylaws of the Association, please see “Association Bylaws,” Article VIII (adopted 1997, amended February 2006).**

**P2.2006: Amending the Declaration. (Association Declaration 35; Senate Bill 100.3.6)\***

Section 35 of the Declaration establishes the process for Amending the Declaration as follows:

Proposed Amendments must include the signatures of all of the Owners of at least sixty-seven (67) percent of the units completed and for which a Map or Supplemental Map has been recorded, together with the signatures of holders of any recorded first deed of trust or first mortgage which is on a unit the Owners of which signed such amendment.

Holders of deeds of trust or first mortgages on Association units shall be given opportunity to vote on Proposed Amendments to the Declaration.

The Association must (1) send a dated written notice and a copy of the Proposed Amendment(s) by certified mail to the most recent address of the first mortgagee contained on the applicable deed of trust or assignment of deed of trust in the public record; (Statute does not specify a form of notice for the first mortgages, however, due process considerations suggest that

any such notice: (a.) Specify the statutory section under which the notice is issued; (b.) Provide appropriate contact information for the Association; and (c.) Specify clearly and unambiguously the consequences of failing to provide the Association with a negative response and the 60-day time frame within which this must occur; and (2) The Association must publish a notice, at least two times (and at least a week apart), in a newspaper of general circulation in Larimer County, State of Colorado. The notice must be dated and contain information relative to how to obtain a copy of the Proposed Amendment. Any first mortgagee that does not deliver a “negative response” to the Association within 60 days after the date of the notice is “deemed to have approved” the Proposed Amendment. **(Adopted by the Board, March 30, 2006.)**

**P3.2006: Amending Governance Standards, Policies, and Rules. (Senate Bill 100.3.5).\***

Except as otherwise required by the Association Documents, prior to the adoption or amendment of the Governance Standards, Policies, and Rules, the Board shall provide notice of the proposed adoption or amendment to all Owners by including the items on the Agenda for the Board meeting. Owners may provide written comments or attend the meeting and provide comments prior to the Board’s vote. The Board may consider Owner comments, but is not bound to act on those comments. The Board shall have the discretion and final authority to adopt or amend Governance Standards, Policies, and Rules in accordance with the Association Documents and Colorado law. A copy of all Policies adopted or amended by the Board shall be mailed to all Owners. **(Adopted by the Board March 30, 2006.)**

**P4.2006: Association Records, Copying and Inspection of (Senate Bill 100.3.10).\***

Owners wishing to inspect or copy Association Records shall submit a request to the Management Company. Records of the Association are the historical Archives of the Association and to protect these records, and yet make them available to Members, it is the policy of the Association to maintain the Archive records in written or electronic form, with a preference given to electronic storage so long as such documents can be easily converted to written form within a reasonable time. For purposes of this section, “reasonable time” shall mean a time period sufficient to allow conversion of documents to written form within five business days following a proper request for review and copying as provided below.

It is also the policy of the Association that “original” records of the Association shall be appropriately protected from damage, loss or spoliation. As such, “original” documents shall not be subject to unsupervised inspection and review, and the Association will either provide for supervised review of original materials or the provision of photocopies of the requested materials with the requesting Owner responsible for reimbursement of the Association’s actual cost for duplication expenses.

Document Inspection/Copying Request Form. An Owner seeking to inspect or copy Association records shall submit a copy of the attached “Request for Inspection/Copying of Association Records” (the Request) to the Association through its managing agent, if applicable, or if the Association has no acting managing agent, then through the Association’s Secretary. The date on which a written request is received by the responsible Association representative shall be deemed the Date of the Request. The Request form is available from the Management Company.

Review of Request. Upon receipt of a written Request, the Association’s managing agent, if applicable, or else the Association’s Secretary shall review the Request and determine in good faith whether the purpose of the Request is proper; whether the Request describes the records with reasonable particularity; and whether the records sought are relevant to the purpose of the Request. In making such determination, consideration shall be given to the following: (a) Purpose of the Request. The reason stated by the requesting Owner must be such that the Request can be

considered to be made in good faith and for a proper purpose. For purposes of this section, any Request which, on its face, appears to be made for purposes of commercial marketing, for direct sales campaigns, to financially benefit the Owner or which is made to annoy, harass, or oppress the Association or any Owner or Owners shall not be considered to be made for a “proper purpose.” Likewise, a Request seeking information, the disclosure of which would constitute an unwarranted invasion of privacy (such as, for example, Owners’ or Board members’ Social Security numbers, their vital statistics, their bank account numbers, or other sensitive financial or personal data) shall not be considered made for a proper purpose; (b) Description of Materials Sought. A Request shall state with reasonable particularity the records sought and their connection with the purpose identified as the reason for the Request. For purposes of this section, for example, a Request seeking “all Association documents” would not be a Request made with reasonable particularity. However, a Request identifying specific classifications of documents (such as minutes, decision, contracts, or policies) that is appropriately limited in time and scope (i.e., seeking records for a specific and pertinent time frame) shall be considered to have the required reasonable particularity; (c) Relevance. Finally, a Request shall seek only documents that are relevant to the stated purpose of the Request. In determining whether the materials sought are relevant to the purposes identified in the Request, the Association’s managing agent, if applicable, or else the Association Secretary shall consider the nexus or link between the materials and the Owner’s stated purpose, as well as any further explanation provided by the requesting Owner.

Production of Records. The Association shall make the requested records available for inspection or copying within five business days of the Date of Request. In the event that the Association determines some part of the Request is improper, it shall nevertheless produce such records as are responsive to the Request to the extent such Request is proper. The Association shall generally identify any records it has elected to withhold in order to preserve the attorney-client privilege as contemplated by CCIOA, and in addition, it shall advise the requesting Owner if any part of the Request is rejected because the Association believes it seeks records for an improper purpose, or does not identify the records sought with reasonable particularity, or if the records sought are not deemed by the Association as relevant to the stated purpose.

Where Copies are Requested. Where an Owner requests photocopies of all records requested, the Association's managing agent, if applicable, or otherwise the Association’s Secretary shall provide the requesting Owner with a good faith estimate of the approximate number of pages subject to the Request and shall identify the expected actual copying cost per page for which the Owner will be responsible. Prior to any copies being made, the Association may at its election require the requesting Owner to prepay the estimated per page copying expense. Once copies are made and the actual cost per page copying charges are ascertained, the Association shall credit any such prepayment toward the actual costs, and either collect any shortfall or refund any overage. All copying shall be performed within five business days of the Date of Request.

Policies Related to Inspection. Inspection of Association records may be accomplished by providing either “original” records or photocopies of such records. Where “original” records are to be inspected, this process shall be supervised by any designee of the Association’s managing agent, if applicable, or otherwise by any designee of the Association’s Secretary. No Owner shall remove any “original” record from the place of inspection, nor shall any Owner cause marks, notes, deletions or any other modification of “original” documents to be made during any inspection. All inspections shall be scheduled to commence within five business days of the Date of Request. Inspections shall occur during business hours and at the time and place designated by the Association. Supervised inspections of “original” Association documents shall not exceed two hours in any single session. Where the Association elects to make photocopies of documents available for inspection instead of originals, an Owner may inspect the same for up to five hours per business day. During records inspections, an Owner may designate certain portions of the records for copying, in which case the policies related to copying specified above shall apply from the time such records are designated.

This Policy shall not impact, affect, or limit any Owner’s rights relative to access to, or inspection and copying of Association records as may exist under Colorado corporate status, in litigation proceedings involving the Association and an Owner, or the power of a Court of appropriate jurisdiction to compel production of records on proof by an Owner of a proper purpose. **(Adopted by the Board, March 30, 2006.)**

=====
**Request for Inspection / Copying of Ranch Meadow Condominiums Association Records**
=====

Association Member Name: \_\_\_\_\_ Date \_\_\_\_\_
Address: \_\_\_\_\_
Telephone No. \_\_\_\_\_

**I hereby request that the Ranch Meadow Condominiums Association provide access to the books and records of the Association.**

I. State the Purpose of the Request. \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

II. Describe with Reasonable Particularity the Books and Records Sought: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

III. Type of Review: (choose one)
[ ] I wish to review records at the Association’s location.
[ ] I wish to pay the Association’s actual cost for copies of the records I have requested.

IV. Certification and Acknowledgement of Association Records Policies:

I certify that my request to review the books and records of the Association is for a proper purpose related to my membership in the Association, and that this request is not for a commercial purpose or my personal financial gain.

I acknowledge and accept the Association’s Policy Regarding Inspection and Copying of Association Records, and agree that I have been provided with an opportunity to review that Policy. I acknowledge and agree that the books and records will be made available to me in accordance with the Colorado Common Interest Ownership Act and only at such time and place as provided by the Association’s Policy. I agree that I will be responsible for paying the Association’s actual cost per page for any records I wish to have copied, and that I may be required to prepay these costs before copies are provided.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**P5.2006: Attorney-Client Privilege Preservation After Board Consultation.**  
**(Senate Bill 100.5.7).\***

After final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board reserves the right at its discretion to preserve the attorney-client privilege in any appropriate manner or to disclose the information. The decision of the Board in this matter shall be final. **(Adopted by the Board, March 30, 2006.)**

**P6.2006: Attorneys' Fees and Cost Incurred in Collecting Past-Due Accounts.**  
**(Senate Bill 100.5.2).\***

In the event the Association files suit against an Owner to Collect Past Due Accounts, it can take necessary steps to recover reasonable attorneys' fees and costs incurred in collecting past due Assessments or other money whether or not a lawsuit is commenced. The Association or any Owner adversely affected by failure to comply with the provisions of CCIOA or an Association governing document, other than the payment of Assessments or other money due, may seek to recover reasonable attorney fees and costs whether or not a lawsuit is commenced.

If a lawsuit is commenced, the court must award the prevailing party reasonable attorney fees and costs incurred in asserting or defending a claim. If a lawsuit is commenced claiming that an Owner violated a provision of the CCIOA or an Association's governing document, and the court finds that the Owner did not commit the alleged violation, the court must award the Owner reasonable attorney fees and costs incurred in defending the claim and cannot award fees and costs to the Association. The Association cannot add any fees and costs to an Owner's account where the Owner is a prevailing party. **(Adopted by the Board, March 30, 2006.)**

**P7.2006: Claim Filing Against the Association Master Insurance Policy, Normal Procedure.** **(Senate Bill 100.5.1).\***

Any substantial damage to property must be reported to the Management Company within 24 hours of discovering the damage. Substantial Damage shall mean any damage with a repair cost expected to exceed \$500.00. The management company's representative for the Association will investigate the damage, secure the property from further damage, and document the peril. The representative shall notify the Board President, or another Officer if the President is not available as he/she begins the investigation. If the repair cost is expected to exceed the deductible, the Management Company will confer with the Board of Directors to determine if an insurance claim should be submitted. The Board reserves the right to decline submitting a claim; however, the Association shall be responsible for reimbursing damage above and beyond the deductible. The Board reserves the right to decline submitting a claim if the damage is caused by personal property or if there has been a previous claim for the same failure. If the filing of a claim is approved, the Owner shall provide immediate access and work with the Management Company in obtaining repair bids for the repair work.

If the unit Owner or a member or guest of his/her family caused the damage the Owner shall be responsible for paying the entire deductible.

All claim checks from the Insurer shall be made payable to the Association and held in the Association's operating account until the damage is repaired and the claim settled. **(Adopted by the Board, March 30, 2006.)**

**P8.2006: Conflict of Interest of Board Members, and Board Member Education.**  
**(Senate Bill 100.3.1).\***

Board Members shall identify any conflict of interest that may exist in their participation in business conducted by the Board. A “conflict of interest” exists where a contract, decision or other action being considered by the Board would financially benefit: any Board member; or, any person who is a Board member’s parent, grandparent, spouse, child, sibling; or, who is the parent or spouse of one of these persons.

A Board member who has a conflict of interest regarding any contract, decision or other action shall declare and disclose the conflict of interest in an open meeting before the Board conducts any substantive discussion of the issue. In making such declaration and disclosure, the affected Board member shall: Identify, by agenda item or otherwise with such particularity as necessary to identify the issue in question, the specific pending contract, decision or other action as to which the conflict of interest arises; describe the person or person(s) among those described above in the definition of “conflict of interest” who would financially benefit from the contract, decision or other action; and disclose the nature and magnitude of the financial benefit that would arise out of or as a function of the Board’s decision on the contract, decision or other action.

A Board member who has a conflict of interest may, after identifying and disclosing the conflict, participate in the Board's discussion of the pending contract, decision or other action. However, upon either (a) the voluntary decision of the Board member who has declared a conflict; or (b) the vote of a majority of the Board members present who do not have a conflict of interest, the Board member with the conflict may be excused from the discussion of the pending contract, decision or other action, in which case such Board member shall not be present or participate in the Board’s evaluation of the issue. A Board member who has a conflict of interest shall not vote on any matter related to consideration of the contract, decision or other action implicated by the conflict of interest.

A contract, decision or other action of the Board which is adopted subject to a conflict of interest in violation of the identification, disclosure and participation limitations set forth above shall be void and unenforceable. Where the Board identifies a previous contract, decision or other action which was adopted in violation of the identification, disclosure and participation limits above, the Board shall, at an open meeting, take the matter up for reconsideration. At such meeting the Board member with the conflict of interest shall fully identify and disclose the conflict as provided above; and the Board shall discuss the reason(s) why the identification, disclosure or participation limitations above were overlooked or otherwise improperly handled during previous adoption of the decision; and the Board shall discuss whether, after having considered the foregoing considerations, the contract, decision or other action should be ratified by a new vote in compliance with this Policy, and the Board shall conduct a new vote on the question of ratification with the Board member(s) affected by the conflict of interest abstaining from participation in such vote as required by this Policy.

At least annually, the Board of Directors shall be oriented into the role of the Board in the management of the Association, and all other information deemed necessary for the Board members to carry out the business of the Association. **(Adopted by the Board, March 30, 2006.)**

**P9.2006: Declaration, Governance Standards, Policies, and Rules Enforcement,**  
**Including Notice and Hearing Procedures and Schedule of Fines.** (Senate Bill 100.3.5).\*

The Association may levy fines for violations of the Association Documents (Declaration, Governance Standards, Policies, Rules, and Bylaws) in accordance with a stated policy on notice of violations, hearing procedures if desired, and schedule of fines.

**Notice of Violation of Association Documents and Scheduling Hearing If Requested by the Owner.**

1. The Association, any member of the Association's management company may note a violation.
2. All notices of violation must be in writing. If an Owner notes the violation, the written notice must be sent to the Association's management company.
3. The Management Company will verify the violation and issue a written notice to the Owner describing the violation, attaching a copy of the Association Document violated, the time frame for correcting it, and notification that the Owner can request a hearing on the matter if he/she believes the notice was sent in error, or that there are mitigating circumstances in the case.
4. Procedure for requesting a hearing: the Owner must contact the Association Management Company in writing within seven days after the date of the notice. If a fine has been imposed in the Notice and the hearing cannot be set before the final date for paying the fine, the date the fine begins shall be changed to the day after the hearing.
5. The purpose of a hearing is to determine if there was a mistake made in issue of the notice; determine if there are mitigating circumstances, and to make arrangements for bringing the violation into compliance over a period of time if warranted. **The hearing process will not and cannot be used to determine if a particular provision of the Association Documents is desirable or undesirable.**
6. Procedure for the Hearing:
  - (a) The Board president shall establish that a quorum is present, explain the Fine Policy and procedures, and describe the nature of the violation as presented in the Notice.
  - (b) The Owner may then provide rebuttal to the notice using witnesses or any other information deemed relevant and necessary.
  - (c) After all testimony and other evidence has been presented, the Board shall decide whether the notice was justified, or whether there were mitigating circumstances. If the Board find the notice was justified, a fine shall then be assessed by the Board or mutually agreeable arrangements made with the Owner to ensure correction of the violation and compliance in the future. If the Board finds the notice was not justified, no fine shall be assessed.

**Fine Policy for Ranch Meadow Association for Violation of Documents.**

1. **First Notice of Violation.** The first notice shall be a *Courtesy Notice* delivered by U.S. mail or hand-delivered to the violating Owner stating the alleged violation or violations. The Owner may be able immediately to correct the violation or violations by taking care of the problem or problems within ten (10) days from the date of delivery of the *Courtesy Notice* to the Owner.
2. **Second Notice of Violation.** A *Second Notice of Violation* is delivered by U.S. mail or hand-delivered to the violating Owner stating the alleged violation and the fine that is to be imposed if it is not corrected within ten (10) days of the *Second Notice*. If the Owner feels that the alleged violation represents an invalid accusation, he/she must appeal the alleged violation, using the process described above, within ten (10) days of receiving the *Second Notice*. If an appeal request is made, the Board will follow the procedure presented above.
3. **Third Notice: \$25.00 Fine.** The Owner is advised by letter delivered by the U.S. mail or hand-delivered that continued non-compliance with *Association Documents* as presented in the *Notices* served the Owner, will result in an additional \$50.00 fine if the alleged violation is not corrected within ten (10) days of receipt of the *Third Notice*. If the Owner responds that the accusation is invalid, he/she must appeal the alleged violation within ten (10) days of receipt of the *Third Notice*. The Board will set a date on which the review will take place.

**4. Fourth Notice: \$50.00 Fine.** The Owner is advised that non-compliance with the requests presented in the previous three *Notices* will result in an additional \$100.00 fine. If the Owner responds that the accusation is invalid, he/she must appeal the alleged violation within ten (10) days. The Board will set a date on which the Owner can be heard to review the issue.

**5. Subsequent Notices: \$100.00 Fine.** The Owner is advised that having failed to comply with the Association Documents after having been given four *Notices* of alleged violations of the *Association Documents* he/she is assessed an additional fine of \$100.00, and that the Association may take whatever action it deems necessary, including lawsuit to reach compliance. If a lawsuit is filed in connection with the violation of *Association Documents*, the Owner will be responsible for any attorneys' fees and court costs. If the Owner is still not in compliance within ten (10) days subsequent to this notice, additional fines will accrue at the rate of \$100.00 a month until final resolution is reached.

**Mediation May Be Requested by Association or Owner.** In the event of a dispute between the Association and any Owner, except disputes about past due assessments or any matter that may require an injunction, restraining order, or protection order, either the Association or an Owner may request **Mediation** by an independent, third-party mediator. A request for **Mediation** must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to the address for the recipient shown by the public records. The request for **Mediation** shall be effective three (3) days after it is deposited in the U.S. mail. The parties, if they agree to the **Mediation** shall make reasonable efforts to select a Mediator and schedule mediation of the dispute within 30 days after the effective date of the request, or such longer time as the parties may agree upon in writing. If the **Mediation** does not occur within 30 days (or longer if so agreed in writing), or the parties are unable to settle the dispute through **Mediation**, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado Law.

Fees and costs associated with the **Mediation**, including payment of fees to the mediator, shall be paid as follows: (a) the requesting party shall pay the mediator in advance for the first two hours of mediation; (b) if the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and the Owner(s), and paid at the conclusion of the **Mediation**; (c) the Association and any participating Owner may be represented by their respective attorneys at the **Mediation** with each party paying its own attorney fees; (d) if an Owner requests **Mediation** and fails to appear at the date and time scheduled for the **Mediation**, the Owner shall pay all expenses of the Association related to the **Mediation**, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner Assessment.

**P10.2006: Disclosures to Owners Required on an Annual Basis. (Senate Bill 100.3.10).\***

The Ranch Meadow Condominiums Association shall communicate annually and no later than April 1 of each year, beginning with April 1, 2007, as mandated by Senate Bill 100 the following information to all Members of record:

- (a) The Association Name: **Ranch Meadow Condominiums Association.**
- (b) The initial date of the recording of the Declaration for Ranch Meadow Condominiums Association was **May 27, 1997.**
- (c) The **Declaration Reception Numbers is: 97033093**, Larimer County Recorder's Office.

(d) The address of the Ranch Meadow Condominiums Association is P.O. Box 315, Estes Park, CO 80517. (This is the management company's address and will change as management companies change).

(e) Management Company: **Association Management of Estes Valley**. The management company contact person for Ranch Meadow Condominiums is **Gene Whannel, telephone 970-577-0515**.

If the Association changes management companies, all Owners shall be notified with an Amended Notice that shows the Name, Address and Contact person for the new management company.

The Association also shall post on its website ([www.ranchmeadow.com](http://www.ranchmeadow.com)) no later than April 1 of each year, beginning with April 1, 2007, the following information for the Association:

(a) The date on which the Association Fiscal year begins.

(b) The Association's operating budget for the current year.

(c) A list, by type, of the Association's current Assessments including both regular and special Assessments.

(d) The Association's 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, which list shall include the Company Names, Policy Limits, Policy Deductibles, Additional Named Insureds, and Expiration dates of the Policies.

(g) The Association's Bylaws, Declaration, and Policies and Rules.

(h) The Minutes of the Board and Member meetings for the fiscal year immediately preceding the current annual disclosure.

(i) The Association's governance policies adopted regarding: Collection of Unpaid Assessments; Handling of Conflicts of Interest involving Board members; Conduct of Meetings; Enforcement of Declaration and Policies and Rules including notice and hearing procedures and the schedule of fines; Inspection and copying of Association records by Owners; Procedures for the adoption and amendment of Governance Standards, Policies, and Rules.

The Association shall communicate the disclosure information listed above by posting it on its internet web page ([www.ranchmeadow.com](http://www.ranchmeadow.com)). The address of the website will be delivered via e-mail to Owners whose e-mail addresses are on file with the Association Secretary, and by U.S. Mail to those Owners who do not have access to the internet.

Costs of meeting the disclosure requirements are an Association common expense. No charges will be made to Owners for the information, **(Adopted by the Board, March 30, 2006.)**

**P11.2006: Emergency Vehicle Parking for Owners and Renters in Ranch Meadow.**  
**(Senate Bill 100.1.4).\***

Employees of providers of fire, law enforcement, ambulance, emergency medical, or other emergency services may park commercial vehicles in driveways or on streets within the Ranch Meadow subdivision under the following conditions: (a.) The Owner is required by his/her employer to have the vehicle at his/her residence during designated times; (b.) The vehicle weighs 10,000 pounds or less; (c.) The Owner is a member of a volunteer fire department or an emergency service provider; (d.) The vehicle has an official emblem or other visible markings of an emergency service provider; and (e.) Parking the vehicle does not obstruct emergency access or interfere with the reasonable needs of the other residents to use the community's streets or driveways. **(Adopted by the Board, March 30, 2006.)**

**P12.2006: Fire Mitigation. (Senate Bill 100.1.5).\***

As part of the Landscape (mowing) contract which the Association makes each year for the care of the total landscaping on the General Common Elements, a clause provides that the contractor shall make certain that tall, dry grasses are kept mowed within a specified distance (to be determined by the Landscape Committee) from any of the Units. Owners are encouraged to contact the management company if they have concern about any type of fire hazard posed by the landscape elements or any other force. **(Adopted by the Board, March 30, 2006.)**

**P13.2006: Landscape Change Requests by a Unit Owner. (Senate Bill 100.3.8; Policy and Procedure on Landscaping, 2002).\***

Owners wishing to make changes in the Landscape around their units shall present a plan together with a drawn-to-scale layout showing where the landscape changes are to be located and naming any tree or shrub that will be planted. The Plan shall be submitted to the management company which will examine the application for adherence to the format and advise the Owner of any changes, if any, that should be made. When the Plan is complete, the management company shall send the Plan together with the application fee of \$25 submitted by the Owner to the Chair of the Landscape Committee when the Plan will be reviewed to ensure that it conforms to the requirements stated in the Association *Policy and Procedure on Landscape*. After the Committee has completed its review, the Plan will be brought to the Board and if approved by a simple majority of the Board members present at the meeting, the Owner will be notified, and the Committee will forward the completed application to the management company. The management company will file the Plan in the Office of Recorder, Larimer County, Fort Collins, Colorado, and a copy of the approved filing will be sent to the Owner so he/she can proceed with implementing the plan. **(Adopted by the Board, March 30, 2006.)**

**P14.2006: Maintenance, Reporting Problems of. (Frequently Asked Questions, 2002/Rev. 2004).\***

The management company representative will make twice-a-month visits to the Ranch Meadow Community to check on the community and may make a list of maintenance problems seen; the individual Owner of a Condo Unit is expected to report maintenance problems to the Management Company as well. After the management company receives the call about a problem, the representative who works with Ranch Meadow will evaluate the problem and if he/she deems it necessary confer with the Association Board about the problem. But in the end, the management company shall make all negotiations with service companies for the repairs. If an Owner arranges for repairs without going through the management company, he/she may be required to pay for the repairs. **(Adopted by the Board, March 30, 2006.)**

**P15.2006: Maintenance Responsibilities of the Association. (Frequently Asked Questions, 2002/Rev. 2004); Declaration.18).\***

Maintenance and repair of the General Common Elements (the buildings, the paved driveways, Raven Court street) is the responsibility of the Association. **(Adopted by the Board, March 30, 2006.)**

**P16.2006: Maintenance Responsibilities of the Unit Owner. (Frequently Asked Question, 2002/Rev. 2004; Declaration.18).\***

Maintenance and repair of the Limited Common Elements (deck floors, garage doors, garage door openers, entrance doors, windows, window screens,) is the responsibility of the Unit Owner. Maintenance and repairs required because of damage to the Limited Common Elements or to the General Common Elements caused by the Owner, Renter or visitors of the Owner or Renters are the responsibility of the Unit Owner. **(Adopted by the Board, March 30, 2006.)**

**P17.2006: Owner Filing of Claims Against the Association Master Insurance Policy. (Board adopted 2005).\***

Provisions of Senate Bill 100 which revised the CCIOA Colorado Statutes permits an Owner to file an insurance claim against the Association's homeowner's policy as if the Owner were an additional named insured. Even though this process is available to an Owner, the Association encourages an Owner to follow the Policy (**P7.2006**) established by the Board that provides for insurance claims to be filed through channels by notifying the management company which will then handle the process. **(Adopted by the Board, March 30, 2006.)**

**P18.2006: Reserve Funds Investment. (Senate Bill 100.2.1).\***

All liquid and non-liquid Reserve Fund investments shall be maintained in an account or accounts separate from the Association's operating account or accounts. The funds shall be invested in insured interest bearing liquid bank accounts (money market deposit accounts), certificates of deposit, Treasury Bills, Money Market Funds, Notes or Bonds backed by the U.S. Treasury, or any other type of insured investment with no more than \$100,000 in any one financial institution. The Association's non-liquid investments should be structured with laddered maturity dates so that the investments mature during successive time periods. The length of maturities should be based on market conditions and the Association's anticipated repair and replacement needs. This laddering strategy is intended to provide the Association with the benefit of longer term interest rates, which are customarily higher than short-term rates, while maintaining sufficient liquidity from time to time to meet the Association's repair and replacement schedule.

The Board shall maintain a sufficient portion of its reserve funds in one or more liquid accounts to meet required expenditures for repairs or replacement that the Association will incur before its non-liquid assets mature.

All reserve fund investments will be made in the name of the Association. Any withdrawal or transfer of reserve funds requires the signature of at least two Association officers or Board members. The Board will review the periodic account statements sent to the Association for the Reserve Fund investments at the next Board meeting following the Association's receipt of the statement. Based on this review, the Board may make any adjustments to the investments as necessary to maintain competitive yields.

**Reserve Studies.** To determine the appropriate level of the Association's Reserve Funds, the Board may commission from time to time Reserve Studies evaluating the life expectancy of those areas of the community maintained by the Association, and the anticipated cost of maintaining, repairing, and replacing those areas. **(Adopted by Board Action on March 30, 2006).**

**P19.2006: Unpaid Assessments, Collection of. (Senate Bill 100.2.1).\***

To assist with the collection of unpaid Assessments in a timely and efficient manner, the Association shall abide by the procedures listed below:

Assessments are payable monthly, and the Association shall send a letter demanding payment to any delinquent Owner owing two months of past due Assessments. The demand letter shall be mailed by regular United States mail within 30 days of the delinquent Owner's becoming two months delinquent in the payment of Assessments. A late fee of \$100.00 will be assessed against the Owner if Assessments become past due.

In the event payment is not received from a delinquent Owner within 30 days after the date of the demand letter referenced above, the Association may pursue any one or all of the following collection remedies: (a) File an Assessment lien against the delinquent Owner property; (b) Commence and maintain legal proceedings (lawsuit seeking personal judgments and foreclosure actions) for the recovery of delinquent Assessment, late fees, interest, attorney fees and costs allowed by the Association Documents or CCIOA; (c) Pursue collection of judgments obtained against Owners; and (d) Take all other lawful action necessary to collect delinquent Assessments in accordance with the Association Documents and Colorado law.

If the Association fails to follow the procedures set forth above it shall not be construed as any waiver or release of a delinquent Owner's obligation to pay Assessments or the Association's right to collect the Assessments in accordance with the Association Documents and CCIOA.

Any delinquent Owner shall be responsible for attorney fees and costs incurred by the Association in the collection of past due Assessments, whether or not a lawsuit is commenced, in accordance with the Association Documents and CCIOA.

If the Association receives any bankruptcy or foreclosure notice regarding an Owner with unpaid Assessments, the Association may seek advice from its attorney regarding the appropriate action to be taken. If the Association, through its attorney, has sent a demand letter, filed a lien or commenced legal proceedings against an Owner to collect unpaid Assessments, the Association shall forward any bankruptcy or foreclosure notice received to the attorney. **(Adopted by the Board, March 30, 2006.)**

**P20.2006: Xeriscaping as a Part of Landscaping. (Senate Bill 100.1.1).\***

Proposals submitted to the Landscape Committee for use of Xeriscaping at a Condominium Unit shall not be denied provided the request meets the general requirements of the Association's Landscape Policies and Procedures. **(Adopted by the Board, March 30, 2006.)**

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**RULES (R) OF THE ASSOCIATION**

**Rules are restrictions developed by the Association Board that are designed to specify certain types of activities that are forbidden in the Ranch Meadow Community. The restrictions were developed as Clarifications of provisions contained in the Association Declaration. Rules are designed to ensure maintenance of the highest aesthetic standards in the community and thus to contribute to maintaining the highest possible value for property in the community.**

**R1.2006: Air Conditioning Installation in Condo Unit. (Frequently Asked Questions, 2002/Rev. 2004).\***

Air conditioning units may be installed by Unit Owners. The air conditioning outside condensing unit must be located in an inconspicuous place close to the Owner's Condo and placed to minimize disturbance to neighbors. A request to install an air conditioning unit must be

submitted to the Board for approval. The Owner must present a signed statement from Owners on each side of his/her unit indicating the neighbors' approval of the location of the condensing unit. The Unit Owner is fully responsible for all maintenance and repairs and any damage the air conditioning unit may cause to the general common elements. **(Adopted by the Board, March 30, 2006.)**

**R2.2006: Deck Awning Installation. (Frequently Asked Questions, 2002/Rev. 2004).\***

Deck awnings may be installed by a Condo Owner, provided the framing is white and the material is a solid color that closely matches the building color. Owners wishing to install deck awnings must submit the request to the Board for approval. The Unit Owner is fully responsible for all maintenance and repairs and for any damage caused to the general common elements by the awning. **(Adopted by the Board, March 30, 2006.)**

**R3.2006: Deck Floor Maintenance. (Frequently Asked Questions, 2002/Rev.2004).\***

Maintenance of a Condo Unit deck floor is the responsibility of the Condo Owner. Once a year the Association will solicit estimates and select a contractor to paint deck floors. Any Unit Owner who wishes to have his/her deck floor re-painted can notify the Management Company to arrange to have the painting included in the overall contract. When the painting is completed, the Association will assess individual Unit Owners for the cost. The estimate will be given at a per square foot cost, and the cost may be higher or lower depending on the condition of the deck floor, the time, and materials required. If the actual cost will exceed the general estimate by 10% or more, the contractor will be requested to contact the Unit Owner for approval before continuing.

The Unit Owner can assume responsibility for maintaining the deck floor. He/she can repaint the existing floor or replace the wood planks with a more durable material such as Trex that does not require painting. In either case, written approval must first be obtained from the Association Board of Directors and the Association guidelines must be followed. **(Adopted by the Board, March 30, 2006.)**

**R4.2006: Fence and Barrier Installation. (Declaration 26.K).\***

No fences of any type are permitted to be installed in any area of the Ranch Meadow Community. **(Adopted by the Board, March 30, 2006.)**

**R5.2006: Flags at Condo Units. (Senate Bill 100.1.2).\***

Unit Owners may display the flag of the United States at their unit in the inside of a window(s) or a door(s) or on the balcony of the condominium unit. The U.S. flag may also be displayed on a flag pole attached to the condominium unit below the eave line; the pole may not exceed 5 feet in length. The dimensions of the flag can be no greater than 28 inches by 41 inches. The U. S. flag must be displayed to comply with the Federal Flag Code.

Unit Owners may display one Military Service Flag in a Unit when the Unit Owner or Owners or an immediate member of the owner(s) family is in the active or reserve military service during a time of war or armed conflict. The size of this flag is limited to 28 inches by 41 inches, may be located in doors, windows, on a balcony or on a pole no greater than 5 feet long attached to the unit under the eave line.

Unit Owners may display one Seasonal Celebration flag at each Unit provided the Seasonal Celebration Flag is no larger than 28 by 41 inches. Seasonal Celebration flags shall be displayed on poles no greater than 5 feet long and attached to the condo below the eave line.

No flags of any type may be displayed on General Common Elements. **(Adopted by the Board, March 30, 2006.)**

**R6.2006: Gable and Deck Modification. (Frequently Asked Questions, 2002/Rev. 2004).\***

No structural changes to a Condo Unit are permitted in the Ranch Meadow Community. No enlargement of decks is permitted. **(Adopted by the Board, March 30, 2006.)**

**R7.2006: Garages May Not Be Converted into Living Space. (Declaration.27.F).\***

Condo Unit Garages may not be converted into living areas; and garages shall be kept available for the parking of at least one vehicle at all times. **(Adopted by the Board, March 30, 2006.)**

**R8.2006: Garage Sales in Ranch Meadow. (Frequently Asked Questions, 2002/Rev. 2004).\***

Garage sales may be conducted by Unit Owners. Signs advertising the Garage Sale must be removed as soon as the sale is completed. **(Adopted by the Board, March 30, 2006.)**

**R9.2006: Gate Addition to Unit Decks. (Board Adopted 2005).\***

A Unit Owner may add a gate to the deck provided the gate that is created matches the original materials, is painted the same color as the deck, and that the hinges are hidden or at least painted the same color as the material they are attached to. Any steps leading to the gate must also be painted the same color as the deck. Unit Owners must submit the request for adding the gate to the Board for approval. **(Adopted by the Board, March 30, 2006.)**

**R10.2006: Holiday Decorations. (Frequently Asked Questions, 2002/Rev. 2004).\***

Holiday decorations may be placed on the outside of a Unit with the only restrictions that they cannot be placed earlier than 30 days before a holiday, and that they must be removed from outside the Unit within 30 days after the holiday. **(Adopted by the Board, March 30, 2006.)**

**R11.2006: Hot Tubs. (Frequently Asked Questions, 2002/Rev. 2004).\***

No hot tubs may be installed at a Ranch Meadow Condo Unit. The decision to prohibit hot tubs was made because of the close proximity of neighbors and concern about structural integrity of deck framing. Unit Owners who already had hot tubs when the original ruling was made by the Board (2002) are allowed to keep the hot tubs as long as they own the Unit. **(Adopted by the Board, March 30, 2006.)**

**R12.2006: Landscape Solar Light Installation Along Front Walk of Condo Unit. (Frequently Asked Questions, 2002/Rev. 2004).\***

Solar Landscape Lights may be installed along the front walk of a Condo Unit provided they are kept at ground level. The lights are not permitted to be attached to the Condo Unit. **(Adopted by the Board, March 30, 2006.)**

**R13.2006: Lighting, Exterior. (Declaration.26.L).\***

No exterior lighting, including methods of illumination and type and design of light poles or standards, shall be permitted unless approved, in advance, by the Board of Directors, except low illumination porch and door lights. Special season lights and decorations shall be removed within thirty days after the holiday. **(Adopted by the Board, March 30, 2006.)**

**R14.2006: Noise, Offensive or Loud. (Declaration.26.I).\***

Offensive or loud noises and uses considered to be a nuisance shall not be permitted within any Unit or upon the condominium property, and for the purpose of this restriction, a noise or use shall be considered offensive and a nuisance if it is so determined by a majority of the Unit Owners. This restriction shall also apply to the use of motor bikes and motorcycles and similar vehicles. Use of "ham" radios or similar types of transmissions which interfere with normal radio and television signals within the condominium development shall be prohibited. **(Adopted by the Board, March 30, 2006.)**

**R15.2006: Occupancy Type in Ranch Meadow. (Declaration.26.A).\***

The Declaration for Ranch Meadow Condominiums Association specifies that all Units are single-family dwellings. Multiple-family occupancy is prohibited in Ranch Meadow. **(Adopted by the Board, March 30, 2006.)**

**R16.2006: Owner May Not Engage in Activities That May Negatively Affect the Association Master Insurance Policy Coverage. (Declaration.26.G).\***

No Unit Owner shall permit any use of his/her Unit or make use of the Common Elements that will increase the cost of or invalidate the Association's insurance on the Condominium property. **(Adopted by the Board, March 30, 2006.)**

**R17.2006: Parking Exceptions for 1442 Raven Circle, Units A and I. (New introduced, 2006).\***

The design for Building 36 (1442 Raven Circle) is different from other buildings in the Ranch Meadow community, and, as a result, no "driveway" parking is available for Units A and I as these Unit driveways are used by the Owners in Units B and H as the "in" and "out" routes from their garages. To accommodate Owners of Units A and I with space for parking outside the garages, the apron spaces immediately to the left of the garage of Unit A and immediately to the right of Unit I are reserved as outside-of-garage parking for these units. **(Adopted by the Board, March 30, 2006.)**

**R18.2006: Pet Feces, Owner Must Clean Up. (Frequently Asked Questions, 2002/Rev. 2004; Town of Estes Park Animal Control Ordinance).\***

Pet Owners are required to pick up all pet feces at the time it is deposited; the pet feces must be disposed of through sanitary methods to protect the health and safety of residents. **(Adopted by the Board, March 30, 2006.)**

**R19.2006: Pets in Ranch Meadow. (Declaration.26.B).\***

No animals, livestock or poultry of any kind shall be raised, bred, or kept in the general common elements or any unit, except two household pets per unit; provided, however, such household pets shall not be raised, bred, or kept for any commercial purposes, and shall be kept within the unit or on a leash outside the unit. **(Adopted by the Board, March 30, 2006.)**

**R20.2006: Pets to be Kept on Leash Outside Unit. (Declaration.26.B; Frequently Asked Questions, 2002/Rev. 2004; Town of Estes Park Animal Control Ordinance).\***

All pets are to be on a leash when outside an Owner's Unit. Town of Estes Park Ordinances require that dogs be kept on a leash not over 6 feet in length when on a Unit deck, on the ground around a Unit and anywhere the pet is walked in the town limits. Pets must be under an Owner's supervision at all times. Dog runs are not permitted in Ranch Meadow. **(Adopted by the Board, March 30, 2006.)**

**R21.2006: Playground Equipment, Playhouses, and Greenhouses. (Declaration.26.N).\***

No playground equipment is permitted to be installed in Ranch Meadow. Playground equipment such as a basketball hoop may be used but must be stored in the garage after each use. No play equipment shall be allowed to be outside the unit when not in use. **(Adopted by the Board, March 30, 2006.)**

**R22.2006: Porch and Other Exterior Lights at Night. (Frequently Asked Questions, 2002/Rev. 2004).\***

Because of the close proximity of units in Ranch Meadow exterior lights often shine directly into the bedrooms of nearby Units. As a courtesy to neighbors, Owners are asked to turn off exterior lights by 10:30 p.m. Low wattage bulbs (7.5 or 15 watt clear utility) can be used for the exterior lighting with limited problem for neighboring Units. **(Adopted by the Board, March 30, 2006.)**

**R23.2006: Renting of Ranch Meadow Condo Units. (Declaration.26.A).\***

Owners of Units in Ranch Meadow may rent their units provided that the whole unit is rented for a minimum of 6 months to a single family unit. The Unit Owner is responsible for ensuring that the renters abide by all Association Governance Standards, Policies, and Rules, Declaration, and Bylaws. Unit Owners are required to submit the names of tenants and to file a copy of the rental or lease agreement with the Association Management Company. **(Adopted by the Board, March 30, 2006.)**

**R.24.2006: Satellite Dish and Antennae Installation. (Declaration.26.E).\***

Satellite dishes may be placed at a Condo Unit, provided the dish is placed in an inconspicuous location, that it is not attached to the deck railing or to the roof shingles. Recommended placement is on the deck corner post. The Unit Owner is fully responsible for any damage to the General Common Elements by the satellite dish. **(Adopted by the Board, March 30, 2006.)**

**R25.2006: Signs At Individual Units. (Declaration.26.J; Senate Bill 100.1.3).\***

Unit Owners may display one For Rent or For Sale sign at Condo Units, provided the sign does not exceed 6 square feet in size and 6 feet in height and placed at least 8 feet from the street, is not placed so as to obstruct intersections or driveways or cause damage to drip and sprinkler irrigation systems, not attached to the building structures, and not in the General Common Elements. The signs must be placed on standards that are driven into the ground.

Unit Owners may display political signs at Condo Units with the following restrictions: (a.) signs may not be placed earlier than 45 days before a local, state or national election or ballot issue and are to be removed no later than 20 days after the election; (b) signs may be placed in the ground immediately adjacent to an Owner's unit; (c.) one sign per candidate office and one sign per ballot issue may be displayed; (d.) signs cannot exceed 4 square feet and must be placed at least 8 feet from the street and be no greater than 6 feet tall from the ground; (e.) political candidate and ballot issue signs cannot be placed in the General Common Elements; those placed in the Common Elements will be removed and discarded without notice; (f.) political candidate and ballot issue signs shall not be placed in areas that will obstruct intersections or driveways. Political Candidate and Ballot Issue Signs are defined by state statute as signs that carry 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. **(Adopted by the Board, March 30, 2006.)**

**R26.2006: Storage of Items Outside Condo Units. (Declaration.26.C).\***

No items may be stored or left outside a Condo Unit on general common elements, or stored under the Unit deck. This includes BBQs, picnic tables, chairs, benches, play equipment, bicycles, lawnmowers, etc. Items such as BBQs, tables, chairs, etc., may be kept on Unit Decks. **(Adopted by the Board, March 30, 2006.)**

**R27.2006: Storm/Screen Door Installation. (Frequently Asked Questions, 2002/Rev. 2004).\***

Exterior Storm/Screen Doors may be added to Unit entrances, provided the framing trim is white, and that it has plain glass with no decorative grids or grills. If the main door to a Unit is full glass, the storm door must have a full glass storm door; if the main door is half glass, either full or half glass storm door may be used. The Unit Owner is fully responsible for all maintenance and repairs and for any damage caused to the general common elements. **(Adopted by the Board, March 30, 2006.)**

**R28.2006: Trailer, Boat and RV Parking Limitations. (Declaration.26.D).\***

Parking of trailers, boats or RVs is permitted in the Ranch Meadow community ONLY if the vehicles are kept inside a Unit garage and is not visible to other residents. A trailer, boat or RV can be kept at your Unit for a short period of time not to exceed 72 hours, provided that the vehicle does not obstruct the entrance and exit for other vehicles in the area. **(Adopted by the Board, March 30, 2006.)**

**R29.2006: Unoccupied Units, Recommended Precautions. (Declaration.26.H; Frequently Asked Questions, 2002/Rev. 2004).\***

Any time an Owner or Renter leaves a Unit unoccupied, the thermostat is to be set at 50 degrees or higher to prevent water lines from freezing. It is also recommended that Owners who

leave their Units unoccupied, turn off the water in the Unit, and arrange for someone to check the Unit periodically to ensure the furnace is functioning properly. Owners should understand that if damage occurs in a Unit and precautions have not been taken, they may be responsible for Association deductibles and damages caused by freezing pipes.

Owners are urged to investigate installation of a monitored alarm system with standard sensors for entry, smoke/fire, and temperatures that would send an alarm if the temperature in the Unit drops below a certain point. **(Adopted by the Board, March 30, 2006.)**

**R30.2006: Vehicle Parking in Ranch Meadow. (Frequently Asked Questions, 2002/Rev. 2004).\***

Parking of automobiles is permitted in the Ranch Meadow community only on the spaces in front of the garages, except for 1442 Units A and I, where parking for one automobile is provided on the paved areas immediately adjacent to the garages. Visitor parking is provided on the streets adjacent to the buildings. The paved areas leading up to the entrances to the garages at all Units are reserved strictly for entrance, exit and turn-around space for automobiles.

Parking is not permitted at any time on the grassy areas in the Ranch Meadow community. **(Adopted by the Board, March 30, 2006.)**

**R31.2006: Vehicle Parking on Unit Driveways. (Frequently Asked Questions, 2002/Rev. 2004).\***

Governance Standards, Policies, and Rules of the Association specify that a Unit Owner or Renter is limited as to the number of automobiles that may be parked at any Unit. If a Unit is a two-car garage Unit, the limit is a total of three vehicles; if the Unit is a one-car garage Unit, the limit is a total of two vehicles. In all cases, ***no more than two vehicles*** may be parked on the driveway in front of the garage at two-car garage Units, and ***no more than one vehicle*** is permitted to be parked on the driveway in front of the garage at one-car garage Units. Garages must be maintained with space for at least one automobile to be parked inside. **(Adopted by the Board, March 30, 2006; amended at Board meeting 7/06/06 with changes underscored).**

**R32.2006: Wind Chimes Outside Condo Units. (Frequently Asked Questions, 2002/Rev. 2004).\***

Wind chimes should be placed only near Unit front doors or on Unit decks. The strong winds here can create excessive noise, and out of considerate to neighbors, a Unit Owner should use discretion in hanging of the chimes. During strong winds and when a Unit Owner is away for extended periods, the wind chimes should be taken down. **(Adopted by the Board, March 30, 2006.)**

**R33.2006: Window Coverings, Exterior. (Revision and Restatement of Policies Adopted by the Association 1999-2006).\***

Exterior window coverings are permitted provided the framing is white and the covering is white or off white. The Unit Owner must submit a request to install exterior window coverings to the Board for approval. Owners who install exterior window coverings are fully responsible for all maintenance and repair and for any damage the coverings or the framing may cause to the general common elements. **(Adopted by the Board, March 30, 2006.)**

**R34.2006: Window Coverings, Interior. (Declaration.26.O).** Window coverings for Condo Units must have a white or off-white color when viewed from the outside. **(Adopted by the Board, March 30, 2006.)**

