



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

Revised April 13, 2019

(Includes all prior amendments)

Ranch of the Rockies Homeowner's Association

492 Ranch Road; Hartsel, CO 80449

Ranch Office: 719-836-2079

E-mail: rorahoa@ghvalley.net

Website: www.rotr.org

TABLE OF CONTENTS

- Adoption and Amendment of Policies, Procedures, and Rules 3
- Collection Policy and Procedures..... 3
- Meetings Policy and Procedures (Board and Member Meetings)..... 5
- Handling Board Member Conflicts of Interest..... 7
- Examination, Inspection, and Copying of Association Records, Policies, and Procedures.. 7
- Reserve Fund and Investment Policy 8
- Reimbursement Policy 8
- Prohibitions Contrary to Public Policy..... 8
- Vehicle Towing Policy..... 9
- Water Augmentation Plan 10
- Common Areas..... 10
- Rules and Regulations 11
 - Introduction 11
 - Rules Enforcement Committee 11
 - Architectural Review Committee 11
 - Enforcement Policy and Procedures 11
 - Rules Specific to Ranch of the Rockies 14
 - Campers and Camping..... 14
 - Real Estate Signs 15
 - Building Type and Use 15
 - Lot Appearance and Use 15
 - Hunting and Firearms 16
 - Outdoor Lighting 16
- Procurement Policies..... 17
 - Guidelines 17
 - Materiality..... 17
 - Determining the Process 17
 - Vendor/Supplier Qualification 17
 - Request for Quote for Goods and Materials..... 17
 - Request for Quote for Contracted Services 18
 - Elements of a Contract Proposal..... 18
 - Contract Award Process 18
 - Request for Price Quote for Goods or Materials 19
 - Request for Price Quote for Contracted Services Including Goods or Materials..... 20

Adoption and Amendment of Policies, Procedures, and Rules

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

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

The policies, procedures and rules contained in this document may be amended, repealed or altered, in whole or in part, based upon a majority vote of the Board of Directors of the Association.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

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

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

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

Collection Policy and Procedures

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

1. Admission Without Fee:
 - a. Ownership of a tract or lot without payment of an admission fee, shall establish the owner as a member of this Association.
2. Annual Dues:
 - a. Assessments for annual dues shall be based on and assessed against the individual tracts and the owners thereof, as identified in the original Plat of the Ranch of the Rockies. For the purposes of assessment, tracts of land shall be identified by reviewing the original Plat Document without giving consideration to tracts of land, which may have been joined or combined subsequent to the original Plat.
 - b. The dues assessment is one hundred and ten Dollars (\$110) per year per tract subject to such modification, as the Board of Directors require.
3. Payment of Dues:
 - a. The annual dues shall be payable in one installment to be paid when an owner becomes a member and all subsequent installments to be paid on or before the due date as set forth by the Board of Directors and every calendar year thereafter during the period of such membership.
4. Special Assessments:
 - a. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, unbudgeted repairs, or replacements of capital improvements, as long as such Special Assessment receives the consent of a majority of the Members present and voting, in person or by proxy, at a duly constituted meeting.
5. Default in Payment of Dues or Assessments:
 - a. When any member shall be in default in the payment of dues or assessments for a period of thirty days from the date on which dues or assessments become payable, he shall, for purposes of voting, use of the garbage facilities, use of the reservoir for fishing, use of the pavilion, use of the common horse facilities, use of the RV rental storage area, and any

other common use area of the Association, be considered as a member NOT in good standing. Such member shall not be reinstated as a member in good standing until he has paid his dues and assessments in *full*.

b. In addition to the foregoing, if any member shall fail to pay his dues or assessments as the same become due, on the failure of payment of the dues or assessments after sixty day's written notice of such delinquency given by the Association to such member, the amount of the assessment shall become a lien on such member's unit or lot in the subdivision in favor of the Association and the Association shall have the right to record a notice of claim of lien and proceed thereon for the foreclosure and enforcement of liens. In addition, the Association shall have the right to commence a personal action against such member for the collection of the dues or assessments in any court of competent jurisdiction.

6. Assignment of Dues:

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

7. Dues Billing:

a. A bill shall be sent to each owner of record on or before January 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. New late fees start accruing April 1st each year, and are compounded monthly and billed quarterly as follows: 3 months of accrued late fees for the invoice generated for July 1st, 6 months of additional late fees for the invoice generated for October 1st, and quarterly thereafter – for dues in arrears only. Payments shall be applied to arrearages first.

c. First Past-Due Notice - Any account not paid in full by June 30th of the current year will be sent a past-due notice as a courtesy.

d. Second Past-Due Notice - Any account not paid in full by September 30th of the current year will be sent a second past-due notice as a courtesy. The second notice shall contain contact information allowing the Member the option to set up a written payment plan, whereby equal monthly payments may be made on assessments, over a six month period. Late fees will stop accruing upon submission of the approved payment plan to the Association's accounting department. There is no prepayment penalty. A Member's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the six-month period, constitutes a failure to comply with the terms of the payment plan. Nothing prohibits the Association from pursuing legal action if the Member fails to comply with the terms of the payment plan.

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 sixty, days in advance of any meeting of the lot owners, the Secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot owner or to any other mailing address designated in writing by the lot owner.
- d. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given. The Association will provide notice of all regular and special 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.
- g. Annual Budget Procedure: Annually, the Board of Directors must prepare and propose a budget for the next fiscal year to comply with Colorado statute CRS 38-33.3 -303(4)(I) and shall consist of the following steps:
 1. Prior to the October Board meeting, an agenda shall be posted, including under New Business, the discussion of the budget to be prepared and proposed for adoption at the December Board meeting. During the October meeting, the Board shall present a proposed budget for discussion and presentation to the members.
 2. Prior to the December Board meeting, an agenda shall be posted, including under Old Business, the presentation of the proposed budget to be reviewed and adopted by the Board.
 3. The proposed budget shall be posted in the fall edition of the Association's newsletter along with notification that the proposed budget will be on the agenda of the December Board meeting for consideration by the Association members. In the absence of a veto, by a majority of the Association members, the adopted budget shall become official. In the event that there is a veto by a majority of the Association members, the previous year's budget will control expenditures, until the Board of Directors can prepare and adopt a new budget that is not vetoed.
- h. Actions Outside of Board Meetings: Notice of the action to be taken must be transmitted in writing to each director on the board. In this day in age, many of us make the assumption this means the notice may be sent via email. That mode of

communication works if all directors are set up to receive email. If this isn't the case, the remaining directors must receive the written notice in some other way. This may require faxing, hand-delivering, or mailing the written notice to those individuals.

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

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

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

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

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

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

3. Election Procedures(for Board of Directors)

a. Mailing and Receiving of Ballots

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

b. Qualifications for Accepting a Vote

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

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

Handling Board Member Conflicts of Interest

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

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

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

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

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

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

Reserve Fund and Investment Policy

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

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

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

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

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

Reimbursement Policy

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

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

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

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

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

Prohibitions Contrary to Public Policy

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

The Association shall not prohibit any of the following:

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

placement and manner of display of the American flag. The Association rules may regulate the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole.

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

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

Vehicle Towing Policy

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

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

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

Trash Compactor Policy

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

Water Augmentation Plan

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

Common Areas

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

Rules and Regulations

Introduction

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

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

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

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

Rules Enforcement Committee

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

Architectural Review Committee

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

Water Committee

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

Enforcement Policy and Procedures

1. Reporting Violations
Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the RORA Manager, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.
2. Complaints
 - (a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement

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

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

3. Investigation

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

4. Initial Warning Letter

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

5. Continued Violation After Initial Warning Letter

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

6. Notice of Hearing

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

7. Impartial Decision Maker

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

8. Hearing

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

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

9. Failure to Timely Request Hearing

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

10. Notification of Decision

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

11. Appeals

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

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

First violation	Warning letter
Second violation (Of same covenant or rule)	\$25.00
Third and subsequent violations (Of same covenant or rule)	\$50.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing 3 or more violations in a 12 month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney for appropriate legal action.

13. Repetitious Violations

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

Examples of Repetitious Violations include, but are not limited to;

Failure to get Architectural Review Committee approval, and sign off of construction projects prior to beginning work, failure to move recreational vehicle from vacant lot by November 1st.

In each one of these examples, the Owner will receive a warning letter on the first instance of the violation. On the second instance of the violation, the owner will receive a \$25.00 fine letter, and notice

and opportunity for a hearing. On the third instance of the violation, the owner will receive a \$50.00 fine letter and notice and opportunity for a hearing.

14. Waiver of Fines
The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.
15. Other Enforcement Means
This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.
16. Definitions
Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
17. Supplement to Law
The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
18. Deviations
The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
19. Amendment
This policy may be amended from time to time by the Board of Directors.

Rules Specific to Ranch of the Rockies

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

Campers and Camping

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

1. Unimproved Lots (Lot without a permanent residence, which has a Certificate of Occupancy issued by Park County)
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 November 1.
 - c. After November 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 7-month window.
2. Improved Lots (Lot with a permanent residence, which has a Certificate of Occupancy issued by Park County)
 - a. Permanent residents with improved Lots may store their camping unit on their Lot. The camping unit must be in good repair and appearance.
 - b. Proper sanitation practices are required if the unit is occupied while parked on the improved lot.

- c. After November 1, a provisional Winter Camping Permit must be obtained from the Ranch Manager for occupancy (not to exceed 2 consecutive weeks) outside the 7-month window from April 1 to November 1. An R.V. dump station is provided at the Pavilion area during the summer season.

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

Real Estate Signs

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

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

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

Building Type and Use

1. All Lots in the development and Common Elements are zoned R (Residential) by the applicable Park County Land Use Regulations.
2. Prior to any excavation or construction for a driveway, septic system, dwelling or accessory structure, the applicable permits must be obtained from the appropriate State or County Agency or Department¹.
3. Architectural Control: Building plans and specifications are to be submitted to the Ranch of the Rockies Architectural Review Committee for approval before commencing construction. The committee will approve or disapprove the plans and specifications within fifteen (15) 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 Review Committee.
5. Any modifications to any existing structure (including color) must be submitted to the Ranch of the Rockies Architectural Review Committee for approval.
6. The ground floor area of the main structure of any Dwelling, exclusive of open porches, garages, and basements will not be less than 600 square feet.
7. Required to have engineered septic system including holding tank, and leach field as required by Park County for a full time resident.

Lot Appearance and Use

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

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.

Hunting and Firearms

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

Outdoor Lighting

The purpose of this regulation is to:

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

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

Comment: Practical Considerations

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

Maximum Lamp Wattage and Required Luminaire or Lamp Shielding

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

Lighting that is exempt from these regulations

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

Lighting Definitions

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

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

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

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

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

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

Procurement Policies

Guidelines

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

Materiality

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

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

Determining the Process

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

Vendor/Supplier Qualification

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

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

Request for Quote for Goods and Materials

For material or goods, the RM must obtain a minimum of three (3) 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 must be obtained. It may be necessary to send requests to several contractors to obtain the required three responses. On rare occasions, it may not be possible to obtain three responses due to some unique requirement or due to time frame constraints. In the event that less than three bids are received, the BoD will be required to examine the process and determine whether additional requests should be tendered to contractors, or whether it is in the best interests of the property owners to award the bid to a contractor with less than the required three bids. In such cases, a majority of the BoD must vote to approve the award.

Elements of a Contract Proposal

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

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

Contract Award Process

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

Request for Price Quote for Goods or Materials

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

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

Detailed description:

Make: _____

Model: _____ Color: _____

Other Items of Concern _____

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

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

Name of Firm Quoting Price: _____

Name of person providing information: _____

Contact phone number: _____

Additional information (Optional) provided by vendor:

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

Telephone/Fax Number: (719)836-2079

Email address: rorahoa@ghvalley.net

Request for Price Quote for Contracted Services Including Goods or Materials

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

For additional information, please contact the Ranch Manager, _____ at
telephone number (719)836-2079.

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

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

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, liability insurance and workers comp. insurance information should be attached. All proposals must contain the name of the firm/individual submitting the bid and be signed by a legal representative of the firm/individual.

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

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

Document History and Version Control Table

BoD Approval Date	Section, Page(s) and Text Revised
07/11/2015	Updated amounts for when checks require multiple signatures.
04/16/2016	<p>Enforcement policy and procedure section update-per resolution.</p> <p>“Penalties” section removed-not applicable.</p> <p>Reordered Rules Section to improve clarity.</p> <p>Removed quotes of County LUR ordinances from Rules Section.</p> <p>Moved 600 square foot requirement from Introduction Section to Building Type and Use Rule.</p> <p>Added septic system requirement to Building Type and Use Rule.</p>
07/09/2016	Change “supersedes” to “are in addition to” in Rules Specific to Ranch of the Rockies section.
02/10/2018	Meetings Policy and Procedures (Board and Member Meetings) Section 3 Election Procedures (for Board of Directors), b. Qualifications for Accepting a Vote, ii, page 8. Change “One vote per lot.” to “One vote per lot per ballot question.”
02/10/2018	Examination, Inspection, and Copying of Association Records, Policies, and Procedures , last sentence after item 4., page 8. Change “At the request of the seller, the Association must provide Association documents to the buyer.” to “At the request of the seller, the Association must provide Association documents to the seller.”
02/10/2018	Reimbursement Policy , first paragraph, second sentence, page 9. Change “(not to exceed \$200)” to (not to exceed \$300).
02/10/2018	Prohibitions Contrary to Public Policy , Item 4, letter a., page 10. Delete sentence “The vehicle has a gross weight rating of ten thousand pounds or less.”
02/10/2018	Water Augmentation Plan , page 10. Between the second and third sentence, insert “As per state regulations within limits, rain water is allowed to be collected from roof structures.”
02/10/2018	Enforcement Policy and Procedures , Item 13 Repetitious Violations, page 13, “Examples of Repetitious Violations...failure to move recreational vehicle from vacant lot by October 1 st .” Change to “November 1 st .”
02/10/2018	Campers and Camping , Item 1. Unimproved Lots, b. and c. and Item 2 Improved Lots, c, page 14, change “October 1” to “November 1.” Last sentence, insert “For the purpose of these rules and regulations, there will be no grandfathering of camping units...”
02/10/2018	Real Estate Signs , Item 6, page 15. Delete sentence. Replace with “All Signs must be posted within lot boundaries.”
02/10/2018	Outdoor Lighting , first section, last sentence, page 16, “All outdoor lighting fixtures (luminaires) shall be installed...” Insert to read, “All outdoor lighting fixtures (luminaries), including IREA fixtures, shall be installed ...”
02/10/2018	Procurement Policies, Determining the Process , Petty Cash, page 17, Delete sentence one and two. Item starts with “Receipts must be put in the box used for cash.”
02/10/2018	Elements of a Contract Proposal , Item 1, page 18, First sentence to add, “proof of general liability and workers comp. insurance”.
03/10/2018	Meetings Policy and Procedures (Board and Member Meetings) , Item 2 Board Meetings, page 6. Insert the addition of the Annual Budgeting Procedure as new letter g.
04/13/2019	Collection Policy and Procedures, page 3, 5. Default in Payment of Dues or Assessments, (a)

	<p>clarification on members Not in good standing.</p> <p>8. Dues Billing (b) Late Fees – Updated dates. (c) First Past Due Notice – Renamed. (d) Second Paste Due Notice- Updated.</p>
04/13/2019	<p>Meeting Policy and Procedure,</p> <p>1. Member Meetings (c) Not less than ten, nor more than sixty, days. Updated to meet Colorado Revised Statutes.</p> <p>2. Board Meetings (g) Annual Budget Procedure 1. Updated to meet new CRS requirements; (3) updated to meet new CRS requirements; (4) removed.</p>
04/13/2019	<p>Trash Compactor Policy, page 10 – Added policy regarding trash compactor use.</p>
04/13/2019	<p>Rules Enforcement Committee, Architectural Review Committee, page 11 – Increased number of potential members.</p> <p>Water Committee, page 10 – Added committee.</p>