



# **POLICIES & PROCEDURES MANUAL**

for the

**BLACKHAWK RANCH**  
Property Owners Association

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# INTRODUCTION

## MISSION STATEMENT

The mission of the Blackhawk Property Owners Association (POA) Board of Directors (Board) is to protect and enhance the value, desirability, and attractiveness of the Blackhawk Ranch (Ranch) as referenced in the AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS For BLACKHAWK RANCH, Section I, Intent. The official website for Blackhawk Ranch POA is [www.blackhawkranch.org](http://www.blackhawkranch.org) (BHR Website).

### Intent of the Policies & Procedures Manual

This Manual is intended to satisfy the requirements of the State of Colorado.

***Colorado Revised Statutes (C.R.S.)***

***Title 38 Real Property***

***Article 33.3 Colorado Common Interest Ownership Act (CCIOA)***

### Finding Your Way Around

Throughout this manual the ***CCIOA Section numbers are noted in bold italics and the CCIOA text in regular italics*** when used to support information in our Policies & Procedures Manual.

Occasionally some of the text will follow the section numbers with directions to go to the website to see more.

The entire text of C.R.S. Title 38 (known informally as CCIOA) may be found on this website: <http://www.lexisnexis.com/hottopics/colorado/>

- For more information about an article listed in our Policies & Procedures Manual, go to the website above.
- Click on "I Agree."
- Click on the Colorado Revised Statutes folder on the left toolbar.
- Enter the number of the section you are curious about in the Search box on the top right side of the screen. For instance, enter **38-33.3-101** to see the first section called "Short Title."

Also, once you get to the web page and click on Colorado Revised Statutes, you can see the entire document if you:

- Click the plus sign to the left of Title 38. PROPERTY – REAL AND PERSONAL.
- Click the plus sign to the left of REAL PROPERTY.
- Click the plus sign to the left of ARTICLE 33.3. COLORADO COMMON INTEREST OWNERSHIP ACT.
- Then click through the sub-Articles and Parts to see it in its entirety.

### Manual Review

The Policies & Procedures Manual shall be reviewed as requested by the Board or POA Members or as required by State Law.

If there are any discrepancies between the ***Colorado Revised Statutes Title 38 Article 33.3 (CCIOA)*** and the Blackhawk Ranch Policies & Procedures Manual, CCIOA will be the governing document.

Any changes to the Policies & Procedures Manual shall result in the archiving of the old manual and the publication of a new one. The new version will be published on the BHR website.

**Administrative Policy**

All administrative duties of the Blackhawk Ranch POA Board of Directors shall be carried out in a professional and timely manner. Every reasonable effort shall be made by the Board to keep the Property Owners informed of the activities of the Board and activities on the Ranch, and to heighten Property Owners' understanding and awareness of their Rights and Responsibilities.

# SECTION 100 ADMINISTRATIVE

## ADMINISTRATIVE

### 1.1 Documents

<http://www.lexisnexis.com/hottopics/colorado/>

**C.R.S. Title 38 Real Property Article 33.3 CCIOA**

**38-33.3-209.4. Public disclosures required - identity of association - agent - manager: contact information**

**38-33.3-317. Association records**

#### 1.1.1 Association Records

**(1)** *In addition to any records specifically defined in the association's declaration or bylaws or expressly required by section 38-33.3-209.4*

**(2)** *The association must maintain the following, all of which shall be deemed to be the sole records of the association for purposes of document retention and production to owners. (Refer to CCIOA 38-33.3-317 for specific retention requirements.)*

#### 1.1.2 Access and Availability of Records

**(2)(a)** *Subject to subsections (3), (3.5), and (4) of this section, all records maintained by the association must be available for examination and copying by a unit owner or the owner's authorized agent.*

#### 1.1.3 Records for Inspection

The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:

- Records of receipts and expenditures affecting the operation and administration of the Association
- Records of claims for construction defects and amounts received pursuant to settlement of any such claims
- Minutes of all meetings of Owners
- Minutes of all meetings of Board members (except records of executive sessions of the Board)
- Records of actions taken by the Owners without a meeting
- Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken
- Records of actions taken by any committee of the Board without a meeting
- A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes to which each Owner is entitled
- The Association's governing documents which are comprised of
  - The Declaration
  - The By-Laws
  - The articles of incorporation
  - Architectural Control rules, regulations, and/or design guidelines
  - Any policies adopted by the Board, including the Association's responsible governance policies
- Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year

- Tax returns for the last seven years, to the extent available
- The operating budget for the current fiscal year
- A list, by unit type, of the Association's current assessments, including both regular and special assessments
- The result of the Association's most recent available financial audit or review if any
- A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed
- A list of the names, e-mail addresses and mailing addresses of the current Board members and officers
- The most recent annual report delivered to the Secretary of State
- A ledger of each Owner's assessment account
- The most recent reserve study
- Current written contracts and contracts for work performed for the Association within the prior two years
- Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners
- Ballots, proxies, and other records related to voting by Owners for one year after the election, vote or action to which they relate
- Resolutions adopted by the Board
- All written communications sent to all Owners generally within the past three years
- A record showing the date on which the Association's fiscal year begins
- Any other records specifically defined in the By-Laws or Declaration and not already identified above

**Exclusions**

The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

- Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans, or designs
- Contracts, leases, bids, or records related to transactions currently under negotiation
- Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine
- Records of executive sessions of the Board
- Individual unit files other than those of the requesting Owners

The Association *shall* withhold from inspection and copying the following records as provided by Colorado law:

- Personnel, salary, or medical records relating to Individuals
- Personal identification and account information of Owners, including bank account information, telephone numbers, e-mail addresses, driver's license numbers, and social security numbers

**Inspection/Copying Association Records**

An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:

- Making the requested records available for inspection and copying by the Owner within ten days of the Association's receipt of such written request, which inspection shall be during the regular business hours of 9:00 a.m. to 5:00 p.m. at the principal office of the Association, or at such other reasonable location as the Board may determine
- Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request
- E-mailing the requested records to the Owner within ten days of the Association's receipt of such written request, if so, requested by the Owner

### **Use of Records**

Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:

- To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association.
- For any commercial purpose
- Sold to or purchased by any person

### **Fees/Costs**

Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If, after payment of the deposit, it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

### **Inspection**

The Association reserves the right to have a third-party present to observe during any inspection of record by an Owner or the Owner's representative.

### **Removal of Original Documents Prohibited**

No Owner shall remove any original book or record of the Association from the place of inspection, nor shall any Owner alter, destroy, or mark in any manner, any original book or record of the Association.

### **Creation of Records**

Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.

## **1.2 Notices**

### **1.2.1 Scheduling and notification of all meetings will be pursuant to the Bylaws.**

### **1.2.2 Annual Disclosures**

In December of every year, in conjunction with the Annual Dues notice, the current contact information for the POA's Management Office shall be provided to each Property Owner. Additionally, the Property Owner shall be informed that the following information can be found on the BHR website:



- Current financial information, including the operating budget, profit and loss statement, insurance policies, and applicable assessments.
- Minutes of all meetings held during the year; and Copies of the Articles of Incorporation, Protective Covenants, Bylaws, and Policies & Procedures.

The notice will include the address of the BHR Website and an offer to send hard copies of any of the above listed items (for a reasonable cost). Notice of the Annual Meeting shall also include a call for member input.

### **1.3 Ranch Policies**

***38-33.3-106.5 Prohibitions contrary to public policy: patriotic and political expression: emergency vehicles: fire prevention: renewable energy generation devices - affordable housing - definitions.***

***(1) Notwithstanding any provision in the declaration, bylaws, or rules and regulations of the association to the contrary, an association shall not prohibit any of the following:***

#### **1.3.1 Fire Mitigation**

***(e) The removal by a unit owner of trees, shrubs, or other vegetation to create defensible space around a dwelling for fire mitigation purposes.***

#### **1.3.2 Patriotic and Political Expression**

##### **Section (c) (I) through (III)**

***(The entire text of 38-33.3-106.5 Section (c) (I) through (III) can be found online)*** Power poles are the property of San Isabel; any attachments or remnants of attachments could be hazardous to linemen ascending or descending the poles. No flags, signs, posters, etc., shall be attached to any power pole.

### **1.4 Insurance**

***38-33.3-302 Powers of unit owners' association***

***(m) provide for the indemnification of its officers and executive Board and maintain directors' and officers' liability insurance; (the entire text can be found online)***

Treasurer of the Board will manage and maintain the Directors' & Officers' Liability Insurance Policy. A copy of the D&O policy declaration page shall be posted on the BHR website.

## **SECTION 200 MEETINGS**

### **MEETINGS**

#### **2.1 Annual Meeting**

##### **2.1.1 Agenda**

The Annual Meeting Agenda will be sent to Property Owners with the “Notice of Meeting” as noted in Article II Section 5 of the By-Laws. A request to add owner input to the agenda must be received by the board no later than five (5) days prior to the Annual Meeting date. The request must include a topic and estimated time for presentation. Property Owner presentations must be scheduled to ensure that time is allotted on the agenda. The Board may place a time limit on Property Owner input and on the number of Property Owners granted an opportunity to present. The members may select, in writing, a representative speaker to present for all members on a given topic. A time for “Owner Input” will be included on the agenda.

##### **2.1.2 Member Education**

<http://www.lexisnexis.com/hottopics/colorado/>

**C.R.S. Title 38 Real Property Article 33.3 CCIOA  
38-33.3-09.7 Owner education**

*(1) The association shall provide, or cause to be provided, education to owners at no cost on at least an annual basis as to the general operations of the association and the rights and responsibilities of owners, the association, and its executive board under Colorado law. The criteria for compliance with this section shall be determined by the executive board.*

Property Owner education is provided at the Annual Meeting, through e-mail communication and on the BHR website. The criteria for compliance with this section shall be determined by the Board.

#### **2.2 Special Meetings**

Special Meetings shall be conducted as pursuant to the Bylaws.

#### **2.3 Regular Board Meetings**

##### **2.3.1 Date and Location**

Board meetings are scheduled by the Board to occur as often as the Board deems necessary to adequately address current POA issues. At each Board meeting, the Board will determine the date, time, and location of the next meeting. This decision shall be recorded in the meeting minutes and posted on the BHR website and at the front gate at least ten days prior to the next scheduled meeting.

##### **2.3.2 Agenda**

An agenda for a Board meeting shall be generated from the minutes of the previous Board meeting, listing action items, discussion topics, and committee reports. Non-Board members who want to speak on a specific subject must contact the Board President at least eight days prior to the next meeting to ensure time is allocated.

### **2.3.3 Non-Board Member Attendees**

#### **38-33.3-308. Meetings**

*(2.5) (a) Notwithstanding any provision in the declaration, bylaws, or other documents to the contrary, all meetings of the association and Board of directors are open to every unit owner of the association, or to any person designated by a unit owner in writing as the unit owner's representative.*

*(b) At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, unit owners or their designated representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue.*

The Board shall set limits regarding how long and how many times members can speak about an issue, and how many will be allowed to express their opinions about an item when there are opposing viewpoints.

### **2.3.4 Professional Conduct**

Board members and other attendees shall follow standards of professional conduct during meetings using meeting standards such as Robert's Rules of Order.

### **2.3.5 Board Meeting Voting**

A majority of votes of all current board members is considered consensus. This excludes outgoing members as mentioned in section 3.1

### **2.3.6 Executive Sessions**

#### **38-33.3-308. Meetings**

*(3) The members of the executive Board or any committee thereof may hold an executive or closed-door session and may restrict attendance to executive Board members and such other persons requested by the executive Board during a regular or specially announced meeting or a part thereof. The matters to be discussed at such an executive session shall include only matters enumerated in paragraphs (a) to (e) of subsection (4) of this section. Also see (4) through (7).*

## **2.4 Meeting Standards**

### **2.4.1 Votes**

Votes will only be accepted from Property Owners in good standing (current in all dues and assessments and not in violation of any restrictive covenants). Votes by proxy will only be accepted if dated, signed, and instructions are clearly stated. Votes by proxy will only be accepted if received by the Bookkeeper 24 hours prior to convening the meeting. Telephone votes will only be accepted at Regular Board meetings.

### **2.4.2 Vote Allocation**

Each parcel on the Ranch is allocated one vote. Multiple owners of one parcel have one collective vote. An owner of multiple parcels has as many votes as parcels owned. There are 185 total vote allocations in the Blackhawk Ranch POA. Since only members in good standing have the right to vote, the number of votes possible could be less than 185.

### **2.4.3 Secret Ballot**

#### **38-33.3-310. Voting - proxies**

*At the discretion of the Board or upon the request of twenty percent of the unit owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the common interest community on which all unit owners are entitled to vote shall be by secret ballot.*

### **2.4.4 Order**

The president of the Board presides at all meetings. In the absence of the president, the vice president shall preside. No formal rules of order have been adopted, but the president shall insist that an atmosphere of common courtesy always prevails.

## **SECTION 300 BOARD MEMBERS**

### **BOARD MEMBERS**

#### **3.1 Board Members**

##### **3.1.1 Qualification of Board Members**

A Board member may be any member in good standing at least 18 years of age; he/she must be a “natural person” (not a corporation) and the legal owner of a parcel on the Ranch; not more than one person owning/co-owning a single or several parcels.. Most Board members should reside within 200 miles of Blackhawk Ranch. The President must reside in Blackhawk Ranch on a full-time basis.

##### **3.1.2 Tenure of Board Members**

Board members are elected by the Property Owners each year at the Annual POA Meeting. Each Board member shall serve a twenty-four (24) month term (See 3.1.4 Transition of Board Members); the rotation of members shall be staggered.

Approximately half of the Board members shall be elected in even years and the other half in odd years. Each Board member is expected to stay in office until a successor has been elected.

##### **3.1.3 Election of Board Members**

The Board of Directors shall be elected at the Annual Meeting. If there is a quorum of members (either present or by proxy), the Board will be elected by a secret ballot. If there is no quorum of members but there is a quorum of Board members, the existing Board will vote to elect the new Board from the list of existing candidates. In lieu of the existing Board electing the new Board, it may move to accept the vote taken at the Annual Meeting.

The Annual Meeting Packet sent to each Property Owner prior to the meeting shall contain personal statements by each Board candidate and a proxy form containing all the candidates’ names and any other ballot issues to be voted on at the Annual Meeting. Property Owners who are unable to attend the annual meeting will be instructed to mail their signed proxies to the Management Office prior to the meeting so that votes can be validated and tabulated. This is a secret ballot and voter identification will not be released from the Management Office.

##### **3.1.4 Transition of Board Members**

To facilitate a seamless transition, newly elected Board members may serve alongside their counterparts for the first scheduled meeting, but the outgoing board members will not have voting privileges during this transition period. The outgoing Board members shall brief the new Board members on the status of any unfinished business and assigned tasks. This will allow the new Board members to have an active voice in developing the budget and road plan, which they will implement the following year, and for Board member education.

##### **3.1.5 Election of Board Officers**

Each year, approximately half of the Board members start their first-year term and half start their second-year term. Those Board members starting their second-year term, who were officers for their first-year term, will not necessarily continue in those positions in their second-year term. At the conclusion of the annual meeting, or by phone shortly thereafter, the newly elected members of the Board shall meet with the current members of the Board in a Special Meeting to elect Officers and

Committee Chairs and to establish the time and place for the next Regular Board meeting. Outgoing Board Members will NOT hold voting privileges on the election of new officers.

New Board members shall be directed to the BHR website to access the Policies & Procedures Manual, the Bylaws, and the Protective Covenants. They will be instructed to familiarize themselves with all these Corporate Documents (including other documents applicable to the POA, such as the Colorado Revised Statutes, Colorado Common Interest Ownership Act, and the Blackhawk Ranch Articles of Incorporation).

## **3.2 Committees**

### **3.2.1 Background**

Committees are established as necessary to administer on-going tasks, or to conduct research to provide the Board sufficient information to make decisions. Committees can be perpetual, such as the Road Committee – which is a permanent Board responsibility; or provisional, such as a Gated Entry Committee – which would be a feasibility study. Committee members shall familiarize themselves with the applicable Committee Notebooks.

### **3.2.2 Perpetual Committees**

Committee Chairs will be elected by the Board and will usually be a Board member. Depending upon the circumstances, the Board may choose a non-Board member to chair a committee, if a skill set or circumstances dictate such. The Committee Chair shall recruit as many volunteers from the POA as necessary to efficiently carry out the goals of the committee.

Committee working sessions will be held as frequently as needed or as requested by committee members. Committee meetings may be conducted by emails copied to all members of the committee. Committee Chairs will provide a report at regular Board meetings. The committee report will be incorporated in the Board meeting minutes.

#### **Road Committee**

Since the maintenance of the roads is the most demanding job the Board has, the Road Committee Chair must be a Board Member and resident of the Ranch. The Road Chair shall manage the Road Contractors in accordance with the Road Chair Notebook and the current Road Contract (if a Road Contract exists).

The Road Chair may, at his/her discretion and within the constraints of the budget, create work orders for Road Maintenance and Improvements and schedule snow removal. All completed work orders must be inspected and approved by the Road Chair prior to the contractor's invoice being paid.

If the Road Chair needs to create a Work Order whose scope and cost are outside the approved Road Budget, the Work Order must be approved by the Board.

The Road Chair shall report to the Board at every regular Board meeting, but urgent matters shall be reported to the Board immediately.

#### **Weed Committee**

The Weed Committee Chair shall operate in accordance with the Weeds Notebook and be responsible for rental of the weed spraying equipment to Property Owners and for ensuring that all weed spraying equipment is maintained in proper working condition. The Weed Chair shall work with the Weed Committee to schedule spring and fall weed spraying in the road easements.

### **Emergency Management**

The Emergency Management Committee (EMC) shall facilitate emergency management procedures as directed by the Board and in accordance with the Emergency Management Notebook. The EMC Chair shall report to the Board on all emergency matters. The EMC shall be responsible for coordinating with local officials on Ranch emergency matters. The committee should also investigate and coordinate emergency training for Property Owners.

### **Compliance Committee**

Due to the sensitive nature of the tasks performed by the Compliance Committee, the Compliance Committee Chair shall be a Board Member. The Compliance Chair shall follow the procedures in Section 800 of the Policies & Procedures Manual and investigate any reports of covenant violations; report to the Board so that letters can be written to POA members who are in violation of the covenants; coordinate with local officials on violations of County or State regulations; review Compliance Forms for new driveways and home starts; and present all Requests for Waiver to the Board for review.

### **Communications Committee**

The Communications Committee is responsible for the BHR website Blackhawk Ranch Property Owners Association. The Communications Committee is responsible for informing owners via regular electronic communications, such as Newsletters and/or BHR website Announcement, of pertinent Board and POA activities, important announcements, and other areas of interest relevant to owners. The Communications Chair shall follow the procedures in Section 900 of the Policies & Procedures Manual.

### **Temporary Committees**

Can be created from time to time as needed.

### **Individual Committees**

Property Owners may form committees for various interests and do not need approval from the Board, though notification of the existence of the committee is appreciated.

## **3.3 Miscellaneous**

### **3.3.1 Expenses and Stipends**

Board and Committee members may claim reimbursement for actual expenses incurred in association with assigned tasks. This could include such items as fuel costs for POA activities, POA project materials, and POA equipment maintenance and repair costs.

### **3.3.2 Conflicts of Interest**

If any contract, decision, or other action taken by the Board would benefit, financially or by goods or services, any member of the Board, or any person related to a member of the Board, that Board member 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.

Any contract entered that is found to be a Conflict of Interest, shall be void and unenforceable.

For more detail, see <http://www.lexisnexis.com/hottopics/colorado/>

***Colorado Revised Statutes 7-128-501. Conflicting interest transaction***

### **3.3.3 Attorney-Client Privilege**

Upon the final resolution of any matter for which the Board received legal advice that concerns pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting. If a Board member, representing the Board, receives legal counsel, that Board member has a duty to share the contents of that legal counsel with all other Board members.



## **SECTION 400 FINANCE**

### **FINANCE POLICY**

The Board of Directors for the Blackhawk Ranch Property Owners Association shall be studious custodians of the finances of the POA. All financial activities shall be documented and conducted in a manner that will facilitate an audit or review.

#### **4.1 Bank Accounts**

A Money Market Savings Account and a Checking Account must be established with a reputable, federally insured (FDIC) bank.

Signature cards must be registered with the bank. Signatories shall be the Treasurer and President of the Board of Directors.

As of June 2012, the FDIC will FULLY insure non-interest-bearing accounts and will insure Money Market accounts up to \$250,000.00. These limits change from time to time and banks post information on their websites and on bank statements when the changes occur.

##### **4.1.1 Money Market/Savings Account(s)**

Funds in the Money Market Savings Account should not exceed \$250,000.00 as this is the maximum amount federally insured. If the funds exceed that amount, those excess funds should be moved to an online Money Market Account or deposited in another bank using the same criteria as above.

All funds received for the POA will be deposited into the Checking Account.

##### **4.1.2 Checking Account**

Accounts Payable shall be paid out of the Checking Account. Monthly or quarterly transfers shall be made from the Savings Account to the Checking Account to maintain sufficient operating expenses and not incur service charges.

##### **4.1.3 Records and Reporting**

The Bookkeeper will prepare Financial Reports and present them monthly to the Treasurer, along with bank statements and reconciliation reports.

The Bookkeeper will work with a CPA for consulting purposes and tax preparation. All income and expenses shall be recorded in a computerized accounting program, such as QuickBooks. The books and records for the POA shall be kept on the accrual basis method of accounting for tax purposes but reports to the Board shall be produced on a Cash Basis for clarity and ease of evaluating actual income received and expenses paid monthly. Any unusual or unexpected activity shall be investigated, and the findings reported to the Board immediately.

#### **4.2 Income**

##### **4.2.1 Dues**

The POA's annual dues are \$450.00 and are payable by January 31<sup>st</sup> of each year. In late December, a Dues Invoice shall be mailed to each Property Owner. The invoice states the amount of the Annual Dues, that dues are due on receipt of invoice, the delinquent policy, and the Bounced Check Fee policy. If the

member owes any back dues, interest, or fees, an itemized Statement showing the total amount due will be included in the Dues Packet. The POA Accountant will track and manage dues processing including delinquencies.

#### **4.2.2 Delinquent Dues**

***Reference CCIOA 38-33.3-209.5 Responsible governance policies - due process for imposition of fines - procedure for collection of delinquent accounts / 38-33.3-316. Lien for assessments / 38-33.3-316.3 Collections – limitations – violations***

##### **4.2.2.1 Late Payments**

Dues not paid by the due date are considered delinquent. Monthly invoices will be sent to property owners until full payment is received including interest and any fees. The monthly invoice will indicate accrued interest and other fees.. The monthly invoice will be sent via first class mail and if possible email or text message assuming this contact information is available and accurate. The POA treasurer and Bookkeeper will review delinquent properties monthly and will take action according to this policy. Delinquent properties will be posted to the BHR POA web site.

##### **4.2.2.2 Interest and Fees**

A Bounced Check Fee of \$50.00 will be charged on all checks that are returned to the bank for insufficient funds. A monthly interest penalty equal to 8% per annum will be charged on the unpaid balance.

##### **4.2.2.3 Notice of Delinquency**

If dues have not been paid after three missed monthly payments (typically by March 30<sup>th</sup>), a Notice of Delinquency and a current invoice indicating all unpaid assessments, fees and interest shall be sent to the Property Owner via Certified Mail with return receipt requested. The notice will also be sent to the property owner via email. The notice will indicate the following:

1. A lien will be placed on the property if the dues, interest and any fees, are not received by the due date indicated in the letter.
2. Unpaid assessments may lead to small claims court action or foreclosure
3. The property owner may enter into a payment plan as indicated in section 4.2.2.4 below.
4. The notice will be in English unless the BHR POA board is notified otherwise.

If a structure is located on the property, a copy of this delinquency notice will be physically posted. A photograph of the posted notice will be taken and filed with the delinquency record. The POA Bookkeeper will send the notice to the property owner and a cost of mailing the notice will be added to the delinquent account.

##### **4.2.2.4 Payment Plans**

A property owner may make a request to the board for a payment plan of up to 18 months for a minimum of \$25 per month until paid. Payments against unpaid charges will be applied first to the dues, then to the fees and interest. If payments are not paid according to the payment plan or if payments are more than 15 days late for three payment periods over the life of the plan, the plan will be considered void, and the board will resume with actions indicated in this process.

##### **4.2.2.5 Liens**

A lien shall be filed with the county(s) in which the property is located if payment is not received after three missed monthly payments. The amount of the lien shall include the annual dues, listed

assessments, and a processing fees to cover the costs of filing the lien and the labor to process the lien. The bookkeeper will maintain records of the costs associated with processing the lien. A notice shall be sent to the Property Owner advising that a lien has been placed on the property, and legal action will be taken if full payment is not made by Dec 31st. A report will be filed at a Board meeting on all liens filed. Once full payment is satisfied, the lien will be removed from the property. The POA Bookkeeper will track and manage liens against delinquent properties.

#### **4.2.2.6 Legal Action**

If payment is not received by December 31, the Board will review the circumstances and vote in an executive board meeting on whether to proceed with small claims court action with the respective county. Small Claims Court fees including serving court papers will be added to the outstanding property owner's dues balance.

#### **4.2.2.7 Foreclosure**

If the POA does not receive payment following Small Claims Court action, the board of directors will consider foreclosure for properties delinquent in payment, considering costs and risks to the POA. This is to ensure the association is considering the impact of the foreclosure. The potential foreclosure will be addressed at an executive board meeting with the board determining the timeline for a course of action and voting on whether to proceed with foreclosure.

An attorney will be consulted and legal action will commence to recover all amounts due, plus legal fees, filing fees, and court costs. The attorney will write a letter advising that foreclosure proceedings will begin if all outstanding dues, filing fees, and attorney fees are not received (by date specified by the attorney).

### **4.2.3 Miscellaneous Income**

#### **4.2.3.1 Grazing Lease**

Agricultural Property Tax status for the Ranch is maintained by having a cattle grazing lease. The grazing lease is typically \$1,500 per year for 50 pair (cow/calf units) and is due in April.

#### **4.2.3.2 Equipment Rental**

Weed Spraying Equipment owned by the POA may be rented to Property Owners.

### **4.3 Disbursements**

#### **4.3.1 Authorization**

The Treasurer shall make all disbursements for the POA. Distributions shall be approved by a majority of the board members and are reported to the Board in monthly financial reports. One signature is required on a check. Authorized signatories for the Blackhawk Ranch POA bank accounts include the President and the POA Board Treasurer.

**4.3.2 Timetable:** Invoices shall always be paid by the due date. Invoices without a due date shall be paid as soon as practical but should be paid within two weeks of receipt of the invoice.

#### **4.3.3 Petty Cash**

There shall be no Petty Cash for the Blackhawk Ranch POA.

#### 4.4 Budget

The Treasurer, shall start preparing the budget in October and submit a proposed budget to the Board for review at the regular Board meeting in November. If there is no scheduled meeting in November, the Treasurer shall submit the proposed budget to each member of the Board by the 15th of November. The Board shall review the proposed budget and have prepared comments for the regular meeting in December. If there is no regular meeting scheduled for December, the budget shall be considered at the January meeting. The budget should be approved no later than January.

The Budget shall be tracked in the accounting program and be time-phased indicating expected monthly expenditures by line item to allow accurate tracking of variances.

Once approved by the Board, the approved budget shall be posted on the BHR website. A financial report, including a Year-to-Date, Budget vs. Actual report, shall be presented at each monthly Board meeting and posted on the BHR website.

Any changes to the budget will be reviewed and approved by the board.

#### 4.5 Audits or Review

<http://www.lexisnexis.com/hottopics/colorado/>

**C.R.S. Title 38 Real Property Article 33.3 CCIOA 38-33.3-303. Executive Board members and officers.**

**(b) (II)** *An audit shall be required under this paragraph (b) only with both of the following conditions are met:*

**(A)** *The association has annual revenues or expenditures of at least two hundred fifty thousand dollars;*  
**AND**

**(B)** *An audit is requested by the owners of at least one-third of the units represented by the association.*

The annual income for the Blackhawk Ranch POA is below the \$250,000 threshold that requires an audit of the POA financial records by a CPA.

#### 4.6 Grazing Lease

The POA has had grazing leases with a variety of local ranchers since its inception. The grazing lease is typically for a two-year period at \$1,500 per year for 25 to 50 pair (cow/calf units) depending on conditions. The current lease was extended until 2029 with the option of either party to cancel by formal notification during 2024. A copy of the grazing lease is maintained on the BHR website. A grazing lease is very important to Property Owners because it is a factor in the Ranch meeting the requirements for an agricultural status for tax purposes. Without the agricultural status, Property Owners' property taxes would rise. NOTE: Fencing more than one acre on any parcel will negate the agricultural status for the portion of the parcel that is fenced. When you build a house on your property, you lose agricultural status on one acre surrounding your home whether you fence it or not.

##### 4.6.1 Grazing Requirements

Colorado is an "Open Range" state; thus, it is not the responsibility of the cattle owner to fence in his livestock. If a neighboring landowner does not want cattle on their property, it is up to them to fence the cattle out. For the Ranch, this means that if the lease holder wants to keep his cattle contained to the Ranch it is the lease holder's responsibility to ensure that the integrity of the fencing around the Ranch is adequate. Lease holders should understand "Carrying Capacity" and, therefore, have the responsibility to know how many cattle can be adequately grazed on the Ranch. This also means that the

lease holder must have free access to all areas of the Ranch to move or maintain livestock. Owners are allowed to fence out their own property to keep cattle away from buildings.

## **SECTION 500 ROADS**

### **ROADS**

**Section 500 Roads** as presented in this Policies & Procedures Manual has been revised to include only that information that directly addresses the Property Owners' Rights and Responsibilities as related to common roads and easements.

The original **Section 500 Roads** shall be maintained as the Road Chair Notebook. Maintaining and improving the condition of the roads on the Ranch is the most important responsibility of the Board.

#### **5.1 Road Maintenance**

##### **5.1.1 Routine Maintenance**

Routine maintenance consists of road grading, bar-ditch cleaning, and culvert cleaning performed by the road contractor as scheduled by the Road Chair.

###### **5.1.1.1 Road Grading:**

Most Ranch roads shall be graded at least once a year, as scheduled by the Road Chair, but typically in the spring. Additional grading can be scheduled as required.

###### **5.1.1.2 Bar-Ditch Cleaning**

Bar-ditches shall be cleaned of erosion material and debris as needs dictate.

###### **5.1.1.3 Culvert Cleaning**

Culverts on Ranch roads shall be cleaned of any blockage as needs dictate. The cleaning of owners' driveway culverts, where their driveways connect with the common road, is the responsibility of the Property Owner.

##### **5.1.2 Emergency Maintenance**

Emergency maintenance is required whenever the condition of the road presents a hazard to vehicular traffic or when circumstances present an immediate threat to the condition of the roads. Emergency maintenance should be done as soon as possible. It is incumbent upon all Property Owners to alert the Road Chair or any Board member when a road hazard or obvious maintenance issue exists.

#### **5.2 Road Improvements**

Road Improvements consist of re-sloping or re-configuring any existing roads and installing new road base. These improvements are carried out at the discretion of the Road Chair and Road Committee based on need and budgetary considerations.

The biggest contributor to the degradation of a gravel road is traffic. Two-wheel drive vehicles have the greatest impact, followed closely by speed. Combined, they take a toll on gravel roads. Weather, delivery vehicles, and construction traffic are also contributors.

The Ranch has a **20-mph** speed limit. Property Owners should direct all visitors, contractors, and delivery people to adhere to the speed limit and advise them when road conditions are not conducive to the health of our roads or well-suited to vehicular traffic.

### **5.3 Snow Removal**

**5.3.1 Routine Snow Removal:** The goal of snow removal is to maintain a condition that would allow a properly equipped vehicle (for example: 4-wheel drive and adequate tires) to safely drive on the Ranch. Conditions can change quickly, and the responsibility for safe travel rests with the vehicle operator.

#### **5.3.2 When to Remove Snow**

Snow removal will be at the discretion of the Road Chair or their designee from the Road Committee and based on the availability of the contractor.

Generally, snow removal on main arteries shall begin when the snow level reaches four inches, but prevailing conditions, moisture content, wind, and weather forecasts are considered prior to snow removal.

Additionally, snow does not fall evenly on the Ranch, so several Property Owners, residing in different areas of the Ranch, should be consulted to help make the decision for plowing.

#### **5.3.3 Extreme Snowstorms**

During extreme snowstorms, equipment may be necessary that is beyond the capability of the snow removal contractor; therefore, it is the responsibility of the Property Owners to monitor weather conditions for storms and snowfall amounts and to take appropriate action regarding their own needs.

### **5.4 Driveways and Easements**

#### **5.4.1 Driveways Intersecting with Common Roads**

It is the Property Owner's responsibility to connect to the common road without interrupting the normal drainage flow or causing degradation to the road. Runoff from the driveway shall not spill onto the common road nor interrupt the flow of traffic.

Prior to building a driveway, the Property Owner shall complete a Compliance Form (Appendix A) which will alert the Board of the proposed driveway construction. The Board will then notify the Road Chair so an inspection can be conducted to ensure the driveway will conform to proper construction.

#### **5.4.2 Road Easement**

All roads have a 60-foot utility easement set aside as measured outward from the centerline of the road. Cul-de-Sacs have a 120-foot diameter or 60-foot easement as measured from the center of the Cul-de-Sac.

#### **5.4.3 Road Easement Weed Control**

In conjunction with road maintenance, the Board has assumed responsibility for noxious weeds in the road easement. See Section 600 Weeds for further information.

#### **5.4.4 Power Lines**

All Property Owners are responsible for inspection of power lines while traversing the roads. Overhanging tree branches or stressed trees that could fall on power lines shall be marked and reported to San Isabel and to the Board immediately.

## **SECTION 600 WEEDS**

### **NOXIOUS WEEDS**

The management of noxious weeds on the Blackhawk Ranch is the responsibility of all Property Owners and is enforced by the Colorado Noxious Weed Act. All Property Owners are responsible for the inspection and control of noxious weeds on their property. In conjunction with road maintenance, the Board has assumed responsibility for eradicating noxious weeds in the road easement.

<http://www.lexisnexis.com/hottopics/colorado/> *C.R.S.*

*Title 35 Agriculture Pest and Weed Control*

*Section 35 Article 5.5. COLORADO NOXIOUS WEED ACT*

**Note:** for more information go to the Colorado Extension Service Website on Noxious Weeds: <http://www.ext.colostate.edu/ptlk/2103.html>. You can also find information on the BHR website.

#### **6.1 Noxious Weeds**

The objective of the Board is to achieve suppression with an effort to achieving eradication. Driving ATVs, riding horses, or even walking through areas with noxious weed populations will likely aid in the spread of weeds.

#### **6.2 Area Inspection**

The Weed Committee Chair (and Committee Members) shall inspect the road easements in early spring to determine the level of noxious weed infestation.

During the roadside inspection, visual inspections of properties adjacent to the road will also be conducted. This inspection does not call for entering the boundaries of members' properties. Weed infestations shall be reported to the Board and will include the parcel number, the level of infestation sighted, and the type of noxious weed present.

#### **6.3 Notification of Noxious Weed Violations**

The Board shall send a notice to Property Owners whose parcels have communities of noxious weeds. The notice shall provide suggested action to be taken by the owner. The owner will also be reminded that controlling noxious weeds on the Ranch is beneficial to all and that it is mandated by the State.

If the owner fails to take action to manage the noxious weeds, the Board may inform the county noxious weed management authority. The County Noxious Weed Manager may send a notice to the Property Owner advising of the steps to be taken to ensure that the noxious weed problem is addressed. If the owner does not respond, the county has the authority to enter the property, spray the weeds and charge the owner for labor and materials.

#### **6.4 Notification of Noxious Weed Spraying**

The Board shall notify Property Owners when spraying will be conducted along the roads. This will give the Property Owner advance notice in case they want to keep pets or livestock away from the roadway while spraying is being done. This notification will be accomplished via e-mail and the Blackhawk web site. If the Property Owner refuses to allow spraying on their easement, it becomes the responsibility of the Property Owner to control weeds in the easement.



## **6.5 Noxious Weed Control**

The Weed Committee Chair shall initiate noxious weed spraying on the road easements when the plants are actively growing. Fall and spring are generally the best time to apply herbicides. It is desirable to kill weeds prior to seed production. Consistent efforts, year to year, will pay big dividends in reducing weed infestation.

## **6.6 Weed Spraying Equipment**

The POA owns three 4-gallon backpack sprayers. They can be rented from the Weed Committee Chair. An empty backpack can be rented for \$5 and a backpack full of solution can be rented for \$15.

# SECTION 700 EMERGENCY MANAGEMENT

## EMERGENCY MANAGEMENT

The Board, through the Emergency Management Committee, shall encourage emergency preparedness among the Property Owners of the POA and facilitate the needs of emergency service personnel where possible. Per mutual agreement with Huerfano and Las Animas Emergency Response Agencies, all initial emergency response will be delivered by Huerfano County.

### 7.1 Emergencies

**7.1.1 Board Responsibilities:** The Board shall ensure that property locations are available to emergency vehicles. A Ranch Road map shall be posted at the entrance to the Ranch. In addition, the Board will furnish laminated maps for emergency vehicles on an annual basis.

**7.1.2 Property Owner Responsibilities:** Residents of the Ranch, whether full-time or part-time, must keep the Board apprised of their current Ranch address and phone number. Property owners that are in the process of building should also provide this information to the Board.

Residents of the Ranch should post their property address or lot number at the head of their driveway, or on their house if it is near the driveway, so that it is clearly visible to emergency vehicles.

When calling 911 or medical emergency personnel, residents should ensure that they provide good directions to the location of the emergency. Best practice is to call one of the Emergency Management Committee members to inform them of your emergency, so they can assign someone to meet responders at the North Gate and escort the responders to the site of the emergency.

In the event of a medical emergency, the resident with the emergency is urged to call an EMC Committee member or nearby resident on the Ranch to inform them of the emergency and to ask for any assistance that may be needed until responders arrive.

### 7.2 Security / Road Safety Emergency

#### 7.2.1 Security

The Board is not a law enforcement body and has no authority to enforce civil laws. In emergency situations where the security of property, real or personal, is threatened, the property owner should call 911. If it is not an emergency, the property owner should call the local sheriff.

In all cases where a property owner's security has been violated, the Board should be informed. The Board must be aware of all security violations so that if preventive measures can be taken, the Board can set the action in motion.

#### 7.2.2 Road Safety

The Board shall make every effort to identify safety hazards on the Ranch roads. The Road Committee Chair shall ensure that any road hazard is corrected as soon as feasibly possible. It is incumbent upon all Property Owners to alert the Road Chair or any Board member when a road hazard or obvious maintenance issue exists.

The Board shall regularly inspect the road signs to ensure that they are visible and legible. Signs that are found to be down, missing, or illegible shall be corrected as soon as feasible.

### **7.2.3 Fire Mitigation / Community Wildfire Protection Plan / Individual Conservation Plan**

The Board, through the Emergency Management Committee, has developed a Community Wildfire Protection Plan (CWPP). This plan is being implemented as time and funding become available. The entire plan is available on the BHR website.

Information about implementing an Individual Conservation Plan can also be found on the website. Another excellent source for homeowner safety information is <http://firewise.org>.

### **7.2.4 Nuisances**

As defined on <http://Colorado.gov>, a nuisance is “unreasonable interference with the use and enjoyment of property.” If a non-emergency nuisance is brought to the Board’s attention, the board will first raise the issue with the property owner for correction. If the nuisance is not corrected, the Board will implement the Fine Policy indicated in section 8.2.

The Board will document the nature of the complaint, time, and dates of occurrence, complainant, witnesses, and duration. If possible, photos, videos, or other available evidence should be collected. More information on handling Nuisances is located here: “The Nuisance—You Know It When You See It?” ([www.altitude.law](http://www.altitude.law))

Nuisances include, but are not limited to aggressive/threatening, unleashed animals, burning during county fire restrictions, dumping trash, noxious weeds, and illegal activity.

## **7.3 Emergency Evacuation**

### **7.3.1 Evacuation Preparations**

Each Property Owner who spends any time on the Ranch should create a Personal Evacuation Plan and Route if it becomes necessary to evacuate the Ranch. Each family is different, so the extent of your personal evacuation plan will depend on your personal needs.

### **7.3.2 Evacuation Routes**

Blackhawk Ranch have several locations of egress.

1. The main entrances located on the north side of the Ranch on Four Mile Canyon Road and Braden’s Point Road located off Rouse Road/County Road 312.
2. Howard’s Draw/County Road 66.1 located on the central east part of the Ranch off Rugby Mines Road.
3. An emergency exit is located on Brodmore Drive east of Lost Spur. The exit traverses lot #159 via an unimproved road. There is a locked gate on the road at the Ranch boundary. We have permission to use this exit in emergencies only. Because locks can become stubborn and combinations can be forgotten, the Board recommends that you carry a large bolt cutter in your vehicle in an emergency. If the lock cannot be removed, cut the link next to the lock.

### **7.3.3 Emergency Warnings**

Blackhawk Ranch presents several problems regarding emergency warnings. The biggest problem by far is the lack of reliable cell phone communication. The Ranch has varied terrain; the many hills and valleys produce cell phone shadows. Cell phone texting has proven to be of great value because it seems to reach into areas of the Ranch where voice communication is inconsistent or non-existent.

NOAA Weather Radio will broadcast emergency information for the counties and for weather events. Both Huerfano and Las Animas counties have reverse 911 systems. You must register your cell phone with the 911 system in the appropriate county. The registration procedure for each county is on the BHR Website. The Board will continue to seek better emergency notification capabilities.

## SECTION 800 COMPLIANCE

### COMPLIANCE POLICY

The Board shall enforce the articles of the Declaration of Protective Covenants adopted by the POA and filed with Las Animas and Huerfano Counties. Covenant compliance shall be overseen by the Compliance Committee Chair. Application for waiver of a covenant shall be presented to the entire Board for consideration. The Board may grant waivers at their discretion. The Board shall also provide a process for conflict resolution.

#### 8.1 Compliance

The purpose of this Policy is to ensure that all construction, improvements, and other activities by Property Owners adhere to the Declaration of Protective Covenants, Sections III through XII with the exception of overriding provisions set forth in:

<http://www.lexisnexis.com/hottopics/colorado/>

**C.R.S. Title 38 Real Property Article 33.3 CCIOA**

***38-33.3-106.5 Prohibitions Contrary to public policy: patriotic and political expression: emergency vehicles: fire prevention: renewable energy generation devices - affordable housing - definitions.***

##### 8.1.1 Compliance Review

Property owners shall provide the Board with a completed Compliance Form (Appendix A) prior to the start of a building or driveway project. The Compliance Committee Chair is responsible for reviewing submitted forms for accuracy and shall report compliance activities to the Board at regular Board meetings.

**See Huerfano County Section XI BUILDING PERMIT REGULATIONS:**

[Huerfano County Government](#)

**See Building in Unincorporated Areas of Huerfano County:**

[Huerfano County Government](#)

**Las Animas County Building Department:**

[Home | Las Animas County \(colorado.gov\)](#)

##### 8.1.2 Request for Waiver

A Property Owner may petition the Board to waive a specific item of the covenants by submitting a completed Request for Waiver form to the Board (see Appendix B). Not all articles of the Declaration of Protective Covenants can be waived. The Board shall review the request at the next regular Board meeting unless an urgent reply is requested. The Board will provide a response as soon as possible but may have to inspect the site or interview neighboring Property Owners. If the request is denied, the Board shall provide the Property Owner specific and detailed rationale for the denial.

##### 8.1.3 Covenant Violations

Any apparent covenant violation should be reported to the Chair of the Compliance Committee or a member of the Board. The complainant must provide a written complaint and provide proof of the violation, e.g., photograph, documentation, etc. The complainant cannot be anonymous and must agree to be available for a court appearance if required.

The Compliance Committee shall review the complaint with the Board and provide a response to the complainant as to the validity of the complaint and the course of action that will be taken.

If the violation is determined valid and within the scope and intent of the Covenants, a letter shall be sent to the Property Owner, stating the violation, and requesting a written response within 21 days of the date of the letter. The letter shall inform the Property Owner of acceptable courses of action (see 8.1.4). If the Property Owner does not respond within twenty-one (21) days, another letter shall be sent by certified mail stating that an inadequate response will result in activation of the Fine Policy.

#### **8.1.4 Opportunity to be Heard**

A Property Owner who has received notification of a violation will be given notice of his/her right to be heard by the Board. If a written request for hearing is received from the violator within twenty-one (21) days of the date of the violation notice, the Board shall schedule and hold, in executive session, a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearings, which may include limits on time and on the number of participants who may be present at one time.

### **8.2 Fine Policy**

#### **8.2.1 Notice**

A Property Owner who is found to be in violation of the Protective Covenants and who has not responded to the Covenant Violation letter(s) will be notified in writing by the Board of the activation of the Fine Policy. The notice shall be sent via US Mail or shall be hand delivered and shall include the nature of the violation, the applicable fine for noncompliance, and timeframe for compliance. The notice of violation shall provide a last opportunity for the Property Owner to correct the violation or to enter into a compliance agreement that is acceptable to the Board.

#### **8.2.2 Fee Schedule**

Any fine levied pursuant to this Fine Policy shall be considered an assessment against the Property Owner's parcel(s) and shall be collectible by the POA in the same manner as all other such assessments as provided in the Bylaws, Protective Covenants or other governing documents.

This policy does not preclude any other enforcement remedy the POA may possess at law or in equity with respect to any violation of the governing documents.

All legal, collection and other expenses incurred by the POA to obtain compliance with the Protective Covenants will be the obligation of the Property Owner.

The total amount of fines may not exceed \$500.00 for each violation that does not threaten "public safety or health."

### **8.3 Enforcement**

#### **8.3.1 Officials**

When all efforts by the Board to resolve a covenant violation with a Property Owner have failed, the next step in enforcement will be in conjunction with local, county, or state officials (if applicable). If there is any doubt whether a violation falls under the jurisdiction of an official, the appropriate office will be contacted to verify if they have jurisdiction or what alternative course of action may be taken.

### **8.3.2 Dispute Resolution**

This Section was originally Section 1.7 of the Policies & Procedures **Section 33.3-124. Legislative declaration - alternative dispute resolution encouraged**

The cost, complexity, and delay inherent in court proceedings make litigation a particularly inefficient means of resolving neighborhood disputes. There may be situations where the severity or monetary value of the dispute would require resolution through the court system, but every effort should be made to resolve disputes through mediation or arbitration.

### **8.3.3 Resolution**

In the event of any dispute between the POA and Property Owners (and disputes between individual Property Owners) in situations that do not involve an imminent threat to peace, health, or safety of the community, the parties involved in the dispute shall work toward resolution using the procedures set forth below prior to filing a complaint in court or otherwise initiating a legal proceeding. For each of the resolution processes, Colorado law governs the process and the parties do not waive their right to employ legal counsel at their own expense to assist them.

#### **8.3.3.1 Request for Resolution**

The POA or any Property Owner wishing to resolve a dispute will provide each Party to the dispute with a written request describing:

- The nature of the dispute, including the date, time, location, persons involved, and the other party's or parties' role in the dispute;
- A request for what the Initiating Party would like the other party or parties to do or not do to resolve the dispute; and
- Times and dates that the Initiating Party may be available to communicate directly with the other party or parties to discuss in good faith ways to resolve the dispute.

#### **8.3.3.2 Negotiation**

Parties are encouraged to make reasonable efforts to communicate directly with each other in an attempt to reach an agreement.

#### **8.3.3.3 Mediation and Arbitration**

- If the parties do not resolve the dispute within 20 business days of the date of receipt of the "Request for Resolution," the parties will schedule a mediation session with a trained, neutral mediator to assist them in reaching their own solution. If the parties do not resolve the dispute through mediation, any party may begin efforts to schedule binding arbitration with a trained, neutral arbitrator who will decide the outcome of the dispute based on evidence and testimony provided by the parties.
- The parties shall select a mutually acceptable mediator within thirty (30) business days of the date of receipt of the "Request for Resolution," The cost of mediation will be shared equally among the parties unless they agree otherwise. If necessary, the parties shall select an arbitrator. The cost of arbitration may be shared equally among the parties unless the arbitrator requires one party to pay all or a portion of the other party's legal fees to the extent such an award is permissible under law.

#### **8.3.3.4 Failure to comply with Agreement or Award**

***Section 33.3-124 Legislative declaration - alternative dispute resolution encouraged***

*(c) If either party subsequently violates the stipulation, the other party may apply immediately to the Court for relief.*

**8.3.3.5 Legal Counsel**

The cost, complexity, and delay inherent in court proceedings make litigation a particularly inefficient means of resolving neighborhood disputes. There may be situations where the severity or monetary value of the dispute would require resolution through the court system, but every effort should be made to resolve disputes through mediation or arbitration.

Once the Fines Policy is implemented, fines start accruing; a lien can be filed, and if there is no other encumbrance, legal proceedings may be started. If all other efforts to resolve the covenant violation dispute have failed, the Board shall contact legal counsel for advice. Only when the Board has exhausted all its efforts toward resolution shall they seek legal advice.



## **SECTION 900 COMMUNICATIONS**

### **COMMUNICATIONS**

#### **9.1 Communication from the Board to the POA**

##### **9.1.1 Blackhawk Ranch Website**

The Blackhawk Ranch Website ([www.blackhawkkranch.org](http://www.blackhawkkranch.org)), shall be the primary means of communication for the Board. Information, such as POA minutes, records, and documents are accessible on the website for all POA members.

The Board shall provide the volunteer Webmaster with updates in a timely manner, and the Webmaster shall keep the Website as current as possible.

##### **9.1.2 Other**

For urgent information that must get to all POA members, an e-mail can be sent to all for whom the Management Office has an e-mail address. A U.S. Post Office mailing will be sent to all other members.

#### **9.2 Communication from the POA to the Board**

##### **9.2.1 Blackhawk Ranch Website**

The Blackhawk Ranch Website provides a means for the members of the POA to communicate with the Board of Directors. Members can e-mail comments, ideas, or items of general interest to members of the Board, Committee Chairs, the Webmaster, or the Management Office from the Blackhawk Ranch Website.

##### **9.2.2 Other**

Email addresses for Board members and Committee members shall be posted on the Blackhawk Ranch Website and be kept on file at the Bookkeeper's office.

#### **9.3 Communication between Board members**

##### **9.3.1 E-mail Communication**

E-mail is the recommended form of communication between Board members. E-mail communication should be professional and courteous.

#### **9.4 Colorado Open Meetings "Sunshine Law"**

The Open Meetings statute (C.R.S § 38-33.3-308) became law in July 1995. One need only attend a board meeting or speak with a manager to observe the many interpretations of the statute. The following are intended to address and dispel many of the common myths surrounding the Open Meetings statute. For information see:

<http://www.hindmansanchez.com/resources/article/openmeeting-statutes-myths-and-realities>

## SECTION 1000 EDUCATION

### EDUCATION

#### 10.1 Education for Board Members

<http://www.lexisnexis.com/hottopics/colorado/> C.R.S.

**Title 38 Real Property Article 33.3 CCIOA**

##### **33.3-209.6. Executive Board member education**

*The Board may authorize, and account for as a common expense, reimbursement of Board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of property owners' associations. The course content of such educational meetings and seminars shall be specific to Colorado and shall make reference to applicable sections of this article.*

The Board must be judicial in authorizing the reimbursement of this educational expense. No more than two Board members shall be allowed reimbursement for attending an educational event of the same content within a two-year period. The attending Board member(s) shall take notes or annotate handouts for the purpose of training the remaining Board members. These notes or handouts shall be transcribed to be used for the training of future Board members. Additionally, if a second qualifying educational event with different content becomes available, the attending Board member(s) should be different than those who attended the previous event.

#### 10.2 Education for Members of the POA 33.3-209.7 Owner education

*(1) The association shall provide, or cause to be provided, education to owners at no cost on at least an annual basis as to the general operations of the association and the rights and responsibilities of owners, the association, and its executive Board under Colorado law.*

#### 10.3 General Operations of the Association

This Policies & Procedures Manual describes the details of the general operation of the POA by the Board of Directors and Committees. This manual can be downloaded or printed from the BHR website. The manual is a living document and as such is subject to change. As soon as possible, approved changes to the manual will be posted on the website with a notice announcing the changes on the home page.

#### 10.4 Rights and Responsibilities

**10.4.1 Owners:** The rights of owners are detailed in **C.R.S. Title38 Section 33.3-209.7**. Responsibilities of the owners are detailed in the Declaration of Protective Covenants and Bylaws. Each member should have received a copy of the Protective Covenants at the time of purchase.

##### **10.4.2 The Association**

As a non-profit corporation, the association has rights and responsibilities granted to it under its Articles of Incorporation and the Colorado Revised Statutes.

##### **10.4.3 The Board**

The rights and responsibilities of the Board of Directors are defined in **C.R.S. Title38 Article 33.3** (CCIOA) and in the By-Laws of the Blackhawk Ranch POA, Inc.

**10.4.4 Reminders**

All the POA's Corporate Documents are posted on the website and are available at the Property Management Company.

All Property Owners will be reminded of their access to these documents in the Annual Meeting Packet and the Annual Dues Packet.