



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 (BHR Website).

Intent of the Policies & Procedures Manual Revision

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: [CCIOA and Other State, Local, and Federal Laws | Division of Real Estate \(colorado.gov\)](http://www.colorado.gov/ccioa)

- For more information about an article listed in our Policies & Procedures Manual, go to the website above.
- Enter the number of the section you are curious about in the Search box.

Policies and Procedures Review

The Policies & Procedures shall be reviewed as requested by the Board, POA Members or as required by State Law or a covenant change. The policies of the POA may be amended at a regular or special meeting of the Board by a vote of a majority of the Board, provided a quorum exists. Amendments to existing policies or proposed new policies shall be distributed to the Board members at least fourteen (14) calendar days before the Board meeting. Changes should be considered carefully and when only required and not made due to differing opinions that may occur during board turnovers.

If there are any conflicts between the ***Colorado Revised Statutes Title 38 Article 33.3 (CCIOA)*** or other Colorado Law and the [Blackhawk Ranch Policies & Procedures Manual](#), Colorado Law 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.

Current Policy & Procedures Revision

This Policy is adopted May 31st, 2024, by the Board of Directors of the Blackhawk Ranch Property Owners Association (hereinafter referred to as the "POA"), as authorized by CRS 38-33.3-209.5 and pursuant to authority granted it by virtue of Title 7, Article 123 of the Colorado Revised Statutes and the Articles of Incorporation of the Blackhawk Ranch Property Owners Association, Inc.

SECTION 100 ADMINISTRATIVE

ADMINISTRATIVE

1.1 Documents

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

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

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.)

To the greatest extent possible, the Association will retain copies of records in a digital format and avoid paper copies of records. The records will be maintained in accordance with Section 1.1.11 Records Storage.

1.1.2 Access and Availability of Records

38.33.3-317(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. See Section 1.1.4 for exclusions.*

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:

- Detailed 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 those claims;
- Minutes of all meetings of its unit owners and Executive Board, a record of all actions taken by the unit owners or Executive Board without a meeting, and a record of all actions taken by any committee of the Executive Board;
- Written communications among, and the votes cast by, executive board members that are: (I) Directly related to an action taken by the Board without a meeting pursuant to section 7-128-202, C.R.S.; or (II) Directly related to an action taken by the Board without a meeting pursuant to the association's bylaws;
- The names of unit owners in a form that permits preparation of a list of the names of all unit owners and the physical mailing addresses at which the association communicates with them;
- Its current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies adopted pursuant to section 38-33.3-209.5, and other policies adopted by the Executive Board;

- Financial statements as described in section 7-136-106, C.R.S., for the past three years and tax returns of the association for the past seven years, to the extent available;
- A list of the names, electronic mail addresses, and physical mailing addresses of its current Executive Board members and officers;
- A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the association in connection with the purchase or sale of a unit and are not paid for through assessments, including transfer fees, record change fees, and the charge for a status letter or statement of assessments due;
- All documents included in the association's annual disclosures made pursuant to section 38-33.3-209.4;
- Its most recent annual report delivered to the secretary of state, if any;
- Financial records sufficiently detailed to enable the association to comply with section 38-33.3-316 (8) concerning statements of unpaid assessments;
- The association's most recent reserve study;
- Current written contracts to which the association is a party and contracts for work performed for the association within the immediately preceding two years;
- Records of Executive Board or committee actions to approve or deny any requests for design or architectural approval from unit owners;
- Ballots, proxies, and other records related to voting by unit owners for one year after the election, action, or vote to which they relate;
- Resolutions adopted by its Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- All written communications within the past three years to all unit owners generally as unit owners.

1.1.4 Release of Information Exclusions

The following records are not subject to inspection and copying, and must be withheld to the extent that they are of concern:

- Personnel, salary, or medical records relating to specific individuals
- Personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers. A member or resident may provide the association with written consent allowing the disclosure of telephone number, electronic mail address, or both.

Records maintained by an association may be withheld from inspection and copying:

- Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
- Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
- Communications with legal counsel that are otherwise protected by the attorney/client privilege or the attorney work product doctrine;
- Disclosure of information in violation of law;
- Records of an executive session of an Executive Board;
- Individual units other than those of the requesting owner

1.1.5 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

1.1.6 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

1.1.7 Fees/Costs

The association may impose a reasonable charge collected in advance to cover the costs of labor and material, for copies of association records. The charge will not exceed the estimated cost of production and reproduction of the records, including the costs of copying, mailing, and any necessary special processing. The preferred method of record duplication is electronic.

1.1.8 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.

1.1.9 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.

1.1.10 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.

1.1.11 Records Storage

Association records will be stored on a professional digital file share administered by the BHR POA. Certain records, as determined by the Board of Directors, will be posted to the BHR POA web site. Hard copy records will be stored at a location as chosen by the board with the goal of digitizing and storing on the digital file share.

1.2 Notices

1.2.1 Scheduling and Notifications.

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.

1.3 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.

The BHR POA Treasurer 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.

1.4 Commercial Enterprises

In accordance with BHR governing documents, Property Owners are prohibited from conducting commercial business in BHR that requires utilizing the roads as a means of conveyance that increases traffic. Small businesses that do not use the roads that are web based are allowed.

1.5 Trash and Refuse

Each Property Owner is responsible for managing trash removal for their respective properties. The POA does not provide trash removal services.

1.6 Meeting Minutes

Meeting minutes will be recorded for all special, executive and regular board meetings. Minutes will also be records for the annual meetings. Meeting minutes will be archived on the BHR POA file share and posted to the BHR web site. Executive board meeting minutes will not be posted to the web site.

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 thirty (30) days prior to the Annual Meeting date. The request must include a topic and estimated time for the 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

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 Regular Board Meetings

2.2.1 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 at least ten days prior to the next scheduled meeting.

2.2.2 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.

2.2.3 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.

2.2.4 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. Voting records of board members will be public and recorded in meeting minutes.

2.3 Special Meetings

Special Meetings are conducted in the same fashion as a Regular Meeting but are not regularly scheduled board meetings. Special Meetings shall be conducted as pursuant to the Bylaws and CCIOA.

2.4 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 (f) of subsection (4) of this section.

Executive sessions are limited to:

- a) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;*
- b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;*
- c) Investigative proceedings concerning possible or actual criminal misconduct;*
- d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;*
- e) Any matter, the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a unit owner and any referral of delinquency; except that a unit owner who is the subject of a disciplinary hearing or a referral of delinquency may request and receive the results of any vote taken at the relevant meeting; and Colorado Revised Statutes 2023 Uncertified Printout Page 77 of 95;*
- f) Review of or discussion relating to any written or oral communication from legal counsel.*

2.5 Meeting Standards

2.5.1 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 allocated to a Property may be cast pursuant to a proxy duly executed by a Property Owner. Proxies terminate after 11 months from the date of the Proxy unless the Proxy provides an earlier termination date. 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.

2.5.2 Vote Allocation

Each parcel on the Blackhawk 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.

2.5.3 Secret Ballot

38-33.3-310. Voting - proxies

(B) 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.

(C) Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be unit owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the board or another person presiding during that portion of the meeting. The volunteers shall not be board members and, in the case of a contested election for a board position, shall not be candidates.

2.5.4 Order

The President of the Board presides at all meetings. In the absence of the President, the Vice President shall preside.

2.5.5 Colorado Open Meetings – Transparency

The Sunshine Law (C.R.S § 38-33.3-308) *“requires any state or local governmental body to discuss public business or to take formal action in meetings that are open to the public.”*

Property Owners may attend any board meeting with the exception of executive sessions as indicated in 2.4.

References

[open-meeting-requirements-of-the-colorado-sunshine-law](#)

[Open Meeting Statutes: Myths and Realities - Altitude Community Law](#)

2.6 Professional Conduct

Board members and other attendees shall follow standards of professional conduct during meetings, in emails and other conversations. The focus is to encourage the expression of different viewpoints in a respectful way. Use meeting standards such as Robert’s Rules of Order as guidance for meetings.

2.6.1 Meeting Guidelines

- Member Time Slot
 - Each Board of Director (BOD), Committee Chair (CC), Committee Member (CM) or guest will be alerted ahead of time to submit a topic(s) that they will be discussing or presenting for the upcoming meeting.
 - Each BOD, CC, CM or guest will have a designated allotment of time for their report and/or topic. This time slot will be noted on the agenda.
- Prepare
 - Consider your topic and related points that need conveying to the group prior to joining the meeting
- Stay on Topic
 - Keep detours brief. Off topic items will be added to the parking lot. See Parking Lot below
- Committee Reports
 - Be prepared - Have slides or handouts if helpful to the audience
 - Leave time for Q & A
- Action Items and List
 - Clarify Action Items during meeting
 - Give deadline for Action Item
 - Identify who is responsible for the Action Item
 - The Secretary will note the Action Items and add them to the minutes
 - People with Action Items please update the Secretary of your progress or completion
- Parking Lot (topics that need to be discussed in future)
 - A topic not completed during current meeting, or a topic added for future conversation
 - The Secretary will note the Parking Lot topics and they will be added to the minutes
 - These items will be added to the next BOD agenda
- Respect your teammates and guests
 - Treat everyone courteously and respectfully, which includes valuing their beliefs, contributions, and ideas
 - All input should be routed through the appropriate Board Member or Committee Chair prior to it being publicized
- Respect the Meeting – Start/End time
 - Let's start on time and end on time. The meeting facilitator is responsible for keeping the meeting on schedule.

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, a quorum of the existing Board will vote to elect the new Board from the list of existing candidates. The new board will be considered appointed. 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.

Prior to the election of Board Members at the Annual Meeting, the audience will be given an opportunity to ask the candidates questions of their choosing.

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 members' 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 and Committee Chairs.

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. This includes other documents applicable to the POA, such as the Colorado Revised Statutes, Colorado Common Interest Ownership Act (CCIOA), and the Blackhawk Ranch Articles of Incorporation.

3.1.6 Removal of Board Officers

Removal of any Blackhawk Ranch Director must comply with subsection 7-128-108 of the Colorado Revised Statutes. [C.R.S. 2023 Title 7 \(colorado.gov\)](https://leg.colorado.gov/statutes/2023/07/128/108) If removal of a board or committee member is deemed necessary, the Board will use the hearing process defined in paragraph 8.4.

(1) Directors elected by voting members or directors may be removed as follows:

- a) The voting members may remove one or more directors elected by them with or without cause unless the bylaws provide that directors may be removed only for cause.*
- b) If a director is elected by a voting group, only that voting group may participate in the vote to remove that director.*
- c) Subject to section 7-127-208 (3), a director may be removed only if the number of votes cast to remove the director would be sufficient to elect the director at a meeting to elect directors.*
- d) A director elected by voting members may be removed by the voting members only at a meeting called for the purpose of removing that director, and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director.*
- e) An entire board of directors may be removed under paragraphs (a) to (d) of this subsection (1).*
- f) A director elected by the board of directors may be removed with or without cause by the vote of a majority of the directors then in office or such greater number as is stated in the bylaws; except that a director elected by the board of directors to fill the vacancy of a director elected by the voting members may be removed without cause by the voting members, but not the board of directors.*

(2) Unless otherwise provided in the bylaws:

- a) An appointed director may be removed without cause by the person appointing the director;*
- b) The person removing the director shall do so by giving written notice of the removal to the director and to the nonprofit corporation; and*
- c) A removal is effective when the notice is received by both the director to be removed and the nonprofit corporation unless the notice states a later effective date.*

3.2 Committees

3.2.1 Background

Committees are formed by the Board and Committee Chairs are appointed by the Board. Committee members are appointed by the Committee Chair. The Chair will keep the Board informed of all committee member changes. The Chair may suspend a committee member for cause if deemed necessary. Committee members serve “at the pleasure of the Board” and may be removed by the Board with or without cause.

Committees are established as necessary to administer ongoing tasks or conduct research to provide the Board with enough information to make decisions. Committees can be perpetual, such as the Road Committee, or provisional, such as a Gate Committee, which would be a temporary committee.

3.2.2 Perpetual Committees

Committee Chairs will be elected by the Board and will usually be Board members. 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 committee's goals.

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 or other electronic means. Committee Chairs will provide a report at regular Board meetings. The committee report will be incorporated in the Board meeting minutes.

3.2.2.1 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). Resident shall be defined as any Property Owner that resides on Blackhawk Ranch for 9 months or more of the calendar year.

3.2.2.2 Snow Committee

See section 5.3

3.2.2.3 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.

3.2.2.4 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.

3.2.2.5 Compliance Committee

Due to the sensitive nature of the tasks performed by the Compliance Committee, the Compliance Committee Chair shall be a Board Member and a full-time resident, as new driveways and excavations for structures have taken place without an approved compliance form and inspection. 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.

3.2.2.6 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.

3.2.2.7 Temporary Committees

Can be created from time to time as needed.

3.2.2.8 Individual Committees

Property Owners may form committees for various interests (i.e. book club, sewing or quilting circles, hiking clubs, etc.) and do not need approval from the Board, though notification of the existence of the committee is appreciated.

Formation of Individual Committees are prohibited if the committee interferes with Ranch protocols, including communication, business practices, POA safety, and the infringement of POA members and their property.

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 will recuse themselves from the discussion and shall not vote on that issue.

If any other matter to come before the Board for decision affects a Board member or a member of his immediate family favorably or adversely, the Board member shall inform the other members of the Board of the potential conflict and the other members of the Board shall determine if the potential conflict should result in the potentially affected Board member recusing herself/himself from the

consideration of the matter. A Board member shall not have a conflict if the matter before the Board affects all members of the POA similarly.

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

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

[C.R.S. 2023 Title 7 \(colorado.gov\)](https://colorado.gov/government/legislative-services/crs/title-7)

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 Accounting

Operational/Checking and Reserves accounts 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.

The FDIC and NCUA insures accounts up to \$250,000.00. These limits change sometimes, and banks post information on their websites and bank statements when the changes occur. Funds in the account must not exceed the maximum insured.

4.1.1 Operational/Checking Account

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

4.1.2 Reserves Account

The reserves account will hold the funds that are set aside as reserves according to the reserves study. This account will also hold excess funds that are not required for the normal operation of the POA.

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. The Bookkeeper will also prepare 1099s and W-9's as appropriate.

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 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.

The Board of Directors will review and approve the monthly financials. At the end of each year, the Bookkeeper, in cooperation with the Treasurer, will perform a budget reconciliation to verify all income and expenses match the bank records.

4.2 Income

4.2.1 Dues

Reference: CCIOA 38-33.3-316.3

The POA's annual dues are \$450.00 for each parcel and are payable by January 31st of each year. Other Assessments are due within thirty (30) days of being billed to the Property Owner.

In late December, a Dues Invoice shall be mailed to each Property Owner. The invoice states the amount of the Annual Dues plus any additional past due balances, 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 Miscellaneous Income

4.2.2.1 Grazing Lease

Agricultural Property Tax status for the Ranch is maintained by having a cattle grazing lease. See the on-file grazing lease for contract value and contract period.

4.2.2.2 Equipment Rental

Weed Spraying Equipment and the Chipper owned by the POA may be rented to Property Owners. The cost of the rental equipment will be determined by the Board.

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 POA Board President and Treasurer. Signatories will avoid dispersing payments to themselves.

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

4.4.1 Preparation and Approval

The Treasurer shall prepare the budget with detailed input from each Board Member and/or Committee Chair for expenditures expected during the next fiscal year. All budget input will contain estimates and specifics on expenditures. The budget will be time-phased indicating when the expenditures are expected to take place.

Budget preparation will start in October and be submitted 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 via email. The Board shall review the proposed budget and provide comments. The Board should approve the budget by January

at the latest. Approval can be made via email, but the approval must be documented in the minutes of the next scheduled meeting.

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.

4.4.2 Tracking

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

4.4.3 Changes

Any changes to the budget will be reviewed and approved by the board. Any planned budget overruns will be approved by the board. This includes overspending budget at individual budget line items and/or the whole budget. Unused budget at the end of each budget year will be considered expired and may be used for the following year as approved by the board.

4.5 Audits or Review

C.R.S. Title 38 Real Property Article 33.3 CCIOA 38-33.3-303. Executive Board members and officer s - powers and duties – reserve funds - reserve study - audits [C.R.S. 2023 Title 38 \(colorado.gov\)](https://leg.colorado.gov/statutes/2023/00038/00033/000303)

(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 Contracts

All POA contracts will be reviewed and approved by the majority of the board members prior to entering into a legally binding contract. The Board will determine by vote the representative signature authority on each contract. All contract actions will be competed to at least three contractors and the submission with the best quality/value shall be the selection. The Board may choose to sole source the contract to a specific contractor if a historical level of high performance and cost value exists.

4.7 Reserves

A reserve study is a formal planning tool that helps the Blackhawk Ranch POA plan for repair and replacement of common assets. The study is an in-depth analysis of the POA's assets, current reserve funds and risks to determine the appropriate amount of funds to retain in the reserves financial account which is separate from the operational account. The reserves account is used solely for funding Emergency Costs.

The Board shall review the reserves study annually to determine if it requires updating. The reserves study shall be maintained and implemented in accordance with C.R.S. 38-33.3-209.5(1)(b)(IX). During this review, the Board shall evaluate how the reserve funds will be maintained and invested.

4.7.1 Reserves Study Preparation

The reserve study should include:

- A listing of the components to be maintained, including their quality, useful life, remaining useful life, and current replacement cost.
- A projection of the reserve fund starting balance, reserve contributions needed, expected reserve expenses, and the estimated ending reserve fund balance going out at least 20 years

The Board will prepare a reserves study using the following three factors:

- **Assets.** Determine the value of current assets maintained by the POA and the level of risk to each asset based on historical failure rates. The risk factor will help determine the amount of funds to set aside for assets. The Board should routinely inspect the infrastructure for wear and potential failure. Use a licensed civil engineer or other qualified expert to determine risk factors of significant repair or failure potential outside of normal maintenance.
- **Assessments.** Determine a level of funds to set aside for assessments by multiplying the annual assessment per parcel by the number of parcels. Best practice is to set aside between 15% to 40% of this value. BHR POA has chosen to set aside 35% of this value.
- **Delinquent Dues.** Delinquent and/or late dues are a risk to the POA's ability to fund annual operations. When evaluating the delinquent dues portion of the Reserves Study, use current financial data to set this value. Typical set aside for Delinquent dues is 8% to 10% of annual dues income.

The reserve study will be prepared with supporting documentation including a detailed description of the logic and rationale used to determine the recommended Reserves Fund balance. The final Reserves Study report will be reviewed and approved by the Board.

4.7.2 Reserves Special Assessments

If a Special Property Assessment becomes necessary due to a failure of a BHR POA common area that exhausts the existing reserve fund requiring it to be replenished, the per Property assessments on the Property Owners for the Reserve Fund shall be determined as follows:

- a) The balance of the Reserves Fund Account will be subtracted from the recommended reserves balance indicated in the latest reserves study. (Reserves Fund Account Balance – Reserves Study Recommended Balance = Shortfall)
- b) The assessment for each Property Owner for the Reserve Fund shall be determined by first dividing the Reserves Shortfall by the number of Properties in the POA. The result will be the annual Reserve Fund assessment per Property. (Shortfall / Number of Property Owners = Annual Assessment Per Property)
- c) If the cost of the repair exceeds the current Reserves Fund balance, the amount exceeding the balance will be added to the Reserves Shortfall and then divided by the number of Properties in the POA. They will ensure the reserves fund is replenished to the recommended value. (Shortfall + Costs Exceeding Shortfall / Number of Property Owners = Annual Assessment Per Property)
- d) The annual per Property assessment for the Reserve Fund shall be added to the annual dues.

4.7.3 Utilization of Reserves Funds

Reserve funds will be used sparingly for unanticipated Emergency Costs of the BHR infrastructure. For example, Emergency Costs includes things like road wash outs that make a road impassable. Infrastructure includes roads, culverts, signage, water tanks, etc. Reserve funds must be used only for Emergency Costs as any funds drawn from the reserves will have to be replenished via special assessment.

The Board in conjunction with an appropriate construction professional, shall develop a best estimate to repair the infrastructure failure prior to any action to earmark the funds for expenditure. Utilization of reserve funds requires a vote of the board members.

4.8 Delinquent Dues

References:

CCIOA 38-33.3-209.5 Responsible governance policies - due process for imposition of fines - procedure for collection of delinquent accounts enforcement through small claims court - definitions

38-33.3-316. Lien for assessments - liens for fines, fees, charges, costs, and attorney fees - limitations

38-33.3-316.3 Collections – limitations – violations

4.8.1 Late Payments

Outstanding balances on a Property Owners account not paid by the due date are considered past due and delinquent. Monthly statements will be sent to property owners until full payment is received including interest and any fees. The POA cannot charge Property Owners for these statements. 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. The Board will vote on any action taken to collect late payments. Delinquent properties will be posted to the BHR POA web site.

If a Property Owner wishes to petition the Board for forbearance, then they may do so. The Board will consider the petition but is not required to waive the late fee; however, may do so on consensus of the Board.

If the Property Owner disputes the amount due, the Property Owner must notify the Board, in writing, of the dispute and the specific nature of the dispute. Such notice must be given not later than 30 days after being billed. If the Property Owner and the Board do not reach a resolution of the dispute the Property Owner may request a hearing, as is provided in 8.4. If no hearing is requested by the Property Owner within ten (10) days of the Property Owner being notified in writing by the Board that the dispute is not resolved, the Property Owner will be deemed to have waived the right to the hearing. The Board may proceed to assess and file a lien against the Property Owner's Property and proceed to collect the amount due.

The Board may collect attorney's fees associated with any late payments as allowed by Colorado Law.

4.8.2 Interest and Fees

A Bounced Check Fee of \$50.00 plus the returned check fee charged by the bank 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. A late fee of \$25 will be assessed against any delinquent payment.

4.8.3 Notice of Delinquency

If dues have not been paid by the due date, a Notice of Delinquency shall be sent to the Property Owners most current address reflected in the POA's records via Certified Mail with return receipt requested. The notice will also be sent to the Property Owners most current address via email.

The notice will indicate the following:

1. Current invoice indicating total amount due, all unpaid assessments, fees and interest indicating how the total was determined.
2. Specify why the property is delinquent to include unpaid assessments, fines, and fees.
3. 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.
4. Unpaid accounts may lead to small claims court action or foreclosure if not paid within 30 days.
5. The Property Owner may enter into a payment plan as indicated in section 4.8.4 below.
6. 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 generating and mailing the notice will be added to the delinquent account.

4.8.4 Payment Plans

If the Property Owner does not contest that a delinquency exists the Property Owner may request, in writing to the Treasurer and Bookkeeper, that a payment plan be established. Such request shall include a reference to the hardship that the Property Owner believes supports the request for a payment plan. The Board will make a good faith effort to establish such a payment plan. Any payment plan negotiated between the Board and the Property Owner shall provide the Property Owner up to eighteen (18) months to pay the delinquency, in equal monthly installments. Payments must be at least twenty-five (25) dollars or the minimum required to fulfill the 18 month payment plan.

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.

Any payment plan will require that the Property Owner continue to make the required monthly fee payments in a timely manner. Should the Property Owner default on the payment plan the Board, upon written notice to the Property Owner of the default, may proceed with the collection of the amount outstanding.

The existence of any such payment plan will not eliminate the Property Owner's obligation to remain current in the payment of all other regular assessments as they come due; further, a Property Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the agreed repayment period, shall constitute a failure to comply with the terms of the Property Owner's payment plan.

The association or a holder or assignee of the association's debt is not obligated to negotiate a payment plan with a unit owner who has previously entered into a payment plan under this section. 38-33.3-316.3.(1)(II)

4.8.5 Liens

A lien shall be filed with the county(s) in which the property is located if payment is not received by the due date. The Board may allow a grace period. The amount of the lien shall include the annual assessment, fees, charges, late charges, attorney fees and other legal costs for collection of assessments. This also includes remedying violations of POA policy, rules or the Declaration of Covenants regardless of whether or not any suit was initiated, as well as fines and interest owing the POA. The Bookkeeper will maintain records of the costs associated with processing the lien. These charges will be included as part of the lien.

A notice shall be sent to the Property Owner advising that a lien has been placed on the property, and legal action may 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.

4.8.6 Legal Action

The POA may exercise any of its rights under Colorado law including judicial foreclosure of the lien, pursuing a legal action in court itself, turn the account over to a collection agency, and/or retain counsel to represent the POA in the prosecution of a lawsuit against the delinquent Property Owner. The POA may also engage in post judgment collection actions such as execution and garnishment of the assets of the Property Owner.

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 within the respective county. Small Claims Court fees including serving court papers and attorney fees will be added to the outstanding Property Owner's dues balance.

4.8.7 Foreclosure

If all collection actions are exhausted, the Board will consider foreclosure action. An attorney will be consulted for advice on foreclosure action.

SECTION 500 ROADS

ROADS

The Road Committee is responsible for the maintenance, repair and improvements to the roads, culverts, drainage ditches and road signs on Blackhawk Ranch.

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 contributors to the degradation of gravel roads are traffic and water. 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.

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

at every regular Board meeting, the disposition of all work orders (planned, completed or in-progress). Urgent matters shall be reported to the Board as soon as possible.

The following work orders shall be approved by the vote of the Board prior to commencing work.

- a) A Work Order whose scope and cost are outside the approved Road Budget.
- b) All work orders with an estimated cost of \$5,000 or more.
- c) All work orders spanning multiple fiscal years.

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 Snow Captain or their designee and based on the availability of the contractor.

Generally, snow removal on main arteries shall begin when the snow level reaches six 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 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 Easements

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. Utility easements are used by the POA to maintain the roads and supporting infrastructure and signage.

Trees, limbs or other vegetation physically encroaching on the roads, drainage ditches, or culverts will be removed by the Road Committee or Road Chair designee; this does not require Property Owner approval. Removal of vegetation will ensure the roads and supporting infrastructure are not degraded and are functional and in good repair. As indicated in Section VI of the covenants, "utility easements must be maintained in as natural a state as possible; therefore no tree cutting or fencing will be permitted in the easements." Removal of vegetation within the easement beyond what is stated above requires Property Owner approval.

Permanent or temporary signage may be placed within the utility easements as approved by the Board of Directors. This includes road name, entrance/exit, fire warning, no trespassing, speed limit, evacuation, warning, etc. With the exception of reflective lot number signs, no signs or flags will be attached to road signs without Board approval.

5.4.3 Road Easement Weed Control

In conjunction with road maintenance, the Board of Directors is responsible for noxious weed management within the road easement. See Section 600 Weeds for further information.

5.4.4 Power Lines/Poles

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.

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.

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.

[Noxious Weed Publications | Department of Agriculture \(colorado.gov\)](http://colorado.gov)

***C.R.S. Title 35 Agriculture Pest and Weed Control
Section 35 Article 5.5. COLORADO NOXIOUS WEED ACT***

Note: for a copy of the BHR POA noxious weed plan, visit the BHR POA website.

6.1 Noxious Weeds

The objective of the Board is to achieve suppression with an effort to eradicate. 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 backpack sprayers that can be rented from the Weed Committee Chair. Rental agreements including pricing are documented in the BHR POA Noxious Weed Plan.

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. The Board and/or Emergency Management Committee responsibility is primarily for preparation and is not a response force, but may be able to assist in the event of an emergency or urgent situation.

7.1.2 Property Owner Responsibilities

Property owners should call 911 in the event of an emergency and then contact an EMC member.

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 911 and then 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 and Fire Restrictions

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 Fire Restrictions

Blackhawk Ranch is located in Huerfano and Las Animas counties. Each county sets fire restrictions based on the localized wildfire threat. Before burning any outside fire including a campfire or larger fires such as a slash pile of tree remnants, contact the respective county fire department district for permission. Contact information is posted at each entry/exit.

- Huerfano County: 719-738-1877
- Las Animas County: 719-456-1363

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. Cut the link next to the lock vs cutting 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.

Property Owners are encouraged to sign up for their county Code Red Emergency Warning System.

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. Compliance shall be applied consistently and overseen by the Compliance Committee Chair. Application for waiver of a covenant shall be presented to the entire Board for consideration with the Board granting 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: [C.R.S. 2023 Title 38 \(colorado.gov\)](https://colorado.gov/government/law/crs/2023/cr38-33-3-106-5)

8.1.1 Exceptions

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

38-33.3-106.5 Prohibitions contrary to public policy - patriotic, political, or religious expression - public rights-of-way - fire prevention - renewable energy generation devices - affordable housing - drought prevention measures - child care - definitions.

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. See CCIOA for the entire text.

8.1.1.1 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.

8.1.1.2 Patriotic and Political Expression

Other than the regulations adopted in this policy the provisions of C.R.S. 38-33.3-106.5 are otherwise applicable. The entire text can be found in CCIOA above mentioned sections.

- a) The display of a flag on a unit owner's property, The association shall not prohibit or regulate the display of flags on the basis of their subject matter, message, or content; unless it violates federal or state law, is obscene, or illegal*
- b) Repealed*
- c) The display of a sign by the owner on their property. The association shall not prohibit or regulate the display of window signs or yard signs on the basis of their subject matter, message, or content; except that the association may prohibit signs bearing commercial messages.*

8.1.2 Compliance Review

Property Owners shall provide the Board with a completed Compliance Form 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.

Property Owners must follow state law and permitting processes in regards to construction of structures and infrastructure such as wells and septic systems.

Huerfano County Section XI BUILDING PERMIT REGULATIONS:

[Huerfano County Government](#)

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. 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. This is in accordance with CCIOA:

38.33.3-317(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. For further details, refer to Section 1 or CCIOA.

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, the Property Owner will be notified as stipulated in section 8.1.5.

8.1.4 Nuisances

A nuisance is defined as “*unreasonable interference with the use and enjoyment of property.*” Nuisances include aggressive/threatening unleashed animals, burning during county fire restrictions, dumping trash, noxious weeds, foul odors, and illegal activity.

Depending on the nuisance and comfort level, Property Owners are encouraged to discuss concerns directly with their neighbors. A Property Owner may file a complaint directly with the board. The complaint should include dates, times, witnesses, photographs and/or videos and the nature of the alleged nuisance. The complainant cannot be anonymous and must agree to be available for a court appearance if required. See Section 8.1.3.

During the course of the investigation of a nuisance complaint, the Board and/or Compliance Chair will document their observations to supplement the complainants’ inputs. The investigation must include

the nature of the complaint, time, and dates of occurrence, complainant, witnesses, and duration. Photos, videos, or other available evidence should be collected as well.

The board will carefully consider the following factors when determining the validity of a nuisance complaint:

Case law instructs that the following factors play into whether a given activity qualifies as a nuisance: 1) type of neighborhood; 2) the nature of the wrong complained of; 3) proximity of those alleging injury; 4) frequency/duration; 5) continuity; 6) damage or degree of injury; and 7) number of complaining parties.

[What is a Nuisance and What Can You Do About Them? | Division of Real Estate \(colorado.gov\)](#)

If the nuisance is found to be valid, the board will notify the Property Owner as stipulated in section 8.1.5.

More information on Nuisances is located here: “The Nuisance—You Know It When You See It?” [The Nuisance—You Know It When You See It? \(altitude.law\)](#)

8.1.5 Notifications

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 and a reasonable timeframe for correction. 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. The Board will then notify the Property Owner, in writing, if the Property Owners response has satisfactorily resolved the issue. If the issue is not corrected, the Board will implement the Fine Policy indicated in section 8.2.

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.

The POA will not impose daily late fees or daily fines against a Property Owner.

If a violation by the Property Owner creates a danger to public safety or health, the POA may impose fines every other day if the Property Owner fails to cure within 72 hours of receiving written notice of violation.

If the violation does not threaten safety or health, the POA may impose fines not exceeding \$500 in total if the owner fails to cure within 30 days after receiving the written notice of the violation.

Before initiating any legal action against a Property Owner with respect to violations that do not threaten safety or health, the POA will give the Property Owner two consecutive 30-day cure periods. If the owner does not provide evidence that the violation has been cured, then the POA is obligated to inspect the Property within seven (7) days after the expiration of the cure period.

If the violation is cured, the POA will notify the owner that the Property Owner will not be further fined and provide the amount of the outstanding balance still owed to the POA.

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

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.

The mediation agreement, if one is reached, may be presented to the Court as a stipulation. Either party to the mediation may terminate the mediation process without prejudice. If either party subsequently violates the stipulation, the other party may apply immediately to the Court for relief.

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

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.

8.4 Hearings

A Property Owner who has received notification of a violation will be given notice of his/her right to a hearing. 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 will appoint a hearing officer who will schedule and lead the hearing. 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.

8.4.1 Hearing Officer

In the event a hearing is requested, the Board will designate a hearing officer. The Hearing Officer may be a Board Member or another impartial person. The Board will consider retaining an independent person as a Hearing Officer, rather than a POA member to insure impartiality. The date and time for the hearing will be scheduled by the Hearing Officer in consultation with the Board and the Property Owner.

If the Hearing Officer determines that the request for a hearing by the member is frivolous, vexatious, or otherwise without any reasonable cause the cost of the Hearing Officer, if any, will be assessed against the member. Otherwise, the Board will pay the cost, if any, for the Hearing Officer.

8.4.2 Conducting the Hearing

Hearings will be conducted as an executive session with a quorum of board members, the Property Owner and Hearing Officer. The Property Owner will be treated with dignity and respect with the hearing conducted in a professional manner.

The Hearing Officer will lead the meeting and state the nature of the violation. The Compliance Chair will present evidence of the violation including witness statements, photographs, videos, and dates/times of violation. The Property Owner will be given an opportunity to provide their position and evidence.

During the meeting, the Board and Hearing Officer will make a determination if the allegation of the violation is reasonably supported by the evidence. If more time is needed for research or legal counsel, the decision may be delayed until after the meeting. If the ruling is the violation has occurred, the Hearing Officer will direct corrective action of the violation and/or levy fines as allowed in section 8.2.

SECTION 900 COMMUNICATIONS

COMMUNICATIONS

9.1 Blackhawk Ranch Website

The Blackhawk Ranch Website (www.blackhawkranch.org) is the primary means of relaying information to the POA. Information, such as POA minutes, records, and documents are accessible on the website for all POA members. Information that is not posted to the web site is releasable as defined in Section 1.1 Documents.

The POA Board of Directors contact information is available on the web site. Members can e-mail comments, ideas, or items of general interest to members of the Board, Committee Chairs, the Webmaster, or the Management Office.

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

The Blackhawk Ranch Facebook page is not an official communication mechanism for the POA. Contact the administrators for allowable content.

9.2 General Communications

The Board and Committees will maximize the use of email communications and the BHR website blog for general communications. This includes notices for road closures, noxious weed spraying, newsletters, etc. Property Owners are encouraged to provide a current email address to the POA.

A U.S. Post Office mailing will be sent to all members for CCIOA required communications such as Annual Meeting notices.

9.3 Contact Information

POA members must keep their contact information up to date to ensure they receive pertinent information from the POA. A change form is available on the BHR website to notify the POA of a change to address, phone number or email address.

SECTION 1000 EDUCATION

EDUCATION

10.1 Education for Board Members

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.

Board members shall be familiar with CCIOA, and all governing POA documents to include the Policies and Procedures, Covenants, Articles of Incorporation, and Bylaws.

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. Title 38 Section***. 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 Board of Directors

The rights and responsibilities of the Board of Directors are defined in *C.R.S. Title 38 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 Blackhawk Ranch website.

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

10.5 Grazing Lease

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.

10.5.1 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.