

# BY-LAWS OF SAND CREEK PARK LANDOWNERS' ASSOCIATION

As Amended and Changed at the Annual Meeting of the Members of Sand Creek Park Landowners' Association on February 26th, 2011, and Special Meeting on 4th day of April 2012.

## ARTICLE I NAME

The name of the corporation is "Sand Creek Park Landowners' Association" (Hereinafter referred to as "the Association").

## ARTICLE II DEFINITIONS

- 1) "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association, recorded in the office of the Clerk and Recorder, Larimer County, Colorado and recorded in the office of the Clerk and Recorder, Albany County, Wyoming.
- 2) "**Property**" shall mean and refer to real property located in the County of Larimer, State of Colorado and the County of Albany, State of Wyoming and more particularly described on Exhibit "A" attached to the Declaration.
- 3) "**Lot**" shall mean and refer to any Lot designated on the plat of Sand Creek Park recorded in the office of the Clerk and Recorder, Larimer County, Colorado and recorded in the office of the Clerk and Recorder of Albany County, Wyoming, together with membership in the Association.
- 4) "**Owner**" shall mean and refer to the recorded owners, whether one or more person or entities, of any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 5) "**Plat**" shall mean and refer to the Plat of the Sand Creek Park recorded in the office of the Clerk and Recorder, Larimer County, Colorado and recorded in the office of the Clerk and Recorder of Albany County, Wyoming and any amendments of the replats thereof including subsequent filings and phases if any.
- 6) All other words and terms used in these By-Laws shall have the meaning given in the Declaration.

## ARTICLE III OFFICES

The Association official mailing address will be, P.O. Box 270791, Ft. Collins, Colorado 80527, and service of summon shall be made at the home address of the President as published in the last Association newsletter or posted online at <http://scploa.org>. The Association may have such other offices within the State of Colorado as the Board of Directors may designate or as the business of the Association may, from time to time, require.

## ARTICLE IV MEMBERSHIP AND MEETINGS

- 1) **Membership.** Ownership of a Lot is required in order to qualify for membership in the Association. Any person or entity, on becoming an Owner of a Lot, shall automatically become a member of the Association and be subject to these By-Laws. Membership in the Association shall be appurtenant to and may not be separate from ownership of said Lot. *Such membership shall terminate without any formal Association action whenever such person ceases to be an Owner*; but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and member as a result of the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association; but the Board of Directors may, if it so elects, issue one membership certificate per Lot to the Owner of the lot. Such membership certificate shall be surrendered to the Secretary whenever the Owner (member) transfers, conveys, or sells his interest in the Lot to another person or entity; and the new Owner shall then become a member of the Association.
  - a) Member shall make use of **mediation or arbitration** as alternatives to, and preconditions upon, the filing of a complaint in the courts; between a unit owner and association in situations that do not involve an imminent threat to the peace, health, or safety of the community. The declaration, bylaws, or rules of the association may specify situations in which disputes shall be resolved by binding arbitration under the "Uniform Arbitration Act", part 2 of article 22 of title 13, C.R.
- 2) **Voting.** Each Owner shall have one (1) vote (or fraction of a vote) per acre (or fraction of an acre) owned within the Property and shall be entitled to vote as provided in the Articles of Incorporation and Declaration of the Association. When more than one (1) person or entity holds a beneficial interest in a lot, tract or parcel of the Property, as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association' but shall be considered as only one (1) Owner for voting purposes.

- 3) **Annual Meetings.** The Annual Meeting of the members shall be held in February of each year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the date fixed for the Annual Meeting shall not be a usual business day for the Association (legal holiday, etc.), such meeting shall be held on the next succeeding business day. In the event that such Annual Meeting is omitted by oversight or otherwise on the date herein provided for, the Directors shall call a meeting in lieu thereof to be held as soon thereafter as conveniently may be; and any business transactions or elections held at such meeting shall be as valid as if transacted or held at the Annual Meeting. Such subsequent meeting shall be called in the same manner as provided for the Annual Meeting.
- 4) **Special Meetings.** Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute may be called at any time by resolution of the Board of Directors or by the President of the Association and shall be called by the President upon written request of the members entitled to cast one tenth (1/10) of all votes entitled to be cast at such meeting, provided such written request shall also state the purpose of the meeting called and the business to be transacted at such meeting.
- 5) **Place of Meeting.** All meetings of members shall be held at such place, day, and hour as designated by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate an alternative location at which such meeting may be held.
- 6) **Notice of Meetings and Waiver of Notice.** Written notice stating the place, day, and hour of the meeting and, in the case of a Special Meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Directors, or by the President at the request of the members as provided in paragraph 4 above, to each member entitled to vote at that meeting. *If mailed, such notice shall be deemed delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the Association with postage thereon prepaid.* The attendance of a member at a meeting shall constitute a waiver of notice of such a meeting except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any meeting, of which all members shall at any time waive or have waived notice in writing, shall be a legal meeting for the transaction of business notwithstanding that the notice has not been given as hereinabove provided.
- 7) **Quorum.** Except as otherwise provided in these By-Laws, as provided in the Declaration or as provided by law, at any meeting of the members, the presence in person or by proxy of members holding one-tenth (1/10) of the votes entitled to be cast on the matter to be voted upon shall constitute a quorum. An affirmative vote, of a majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption thereof unless a portion is required by law, by the Articles of Incorporation, by the Declaration, or by these By-Laws.
- 8) **Proxies.** Members may vote at any meeting, either in person or by written proxy, which shall be filed by its holder with the Secretary of the Association before being voted.
- 9) **Order of Business.** The order of business for all meetings shall be as follows:
  - Establish quorum.
  - Call meeting to order.
  - Approval of minutes of prior meeting.
  - Reports of committees/officers.
  - Election of directors (if annual meeting).
  - Old business.
  - New business.
  - Adjournment.

## ARTICLE V BOARD OF DIRECTORS

- 1) **General Powers.** The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Roads and common open spaces and for the administration and enforcement of the covenants and restrictions contained in the Declaration. The Directors shall in all cases act as a Board; and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper, not inconsistent with these By-Laws, the Articles of Incorporation, the Declaration, or the laws of the State of Colorado.

- 2) **Other Powers and Duties.** The Board of Directors shall be empowered and shall have the duties as follows:
- a) To administer and enforce the covenants, uses, limitations, obligations, and all other provisions of the Declaration.
  - b) To establish, make, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation and use of the Roads and common open spaces. Said rules and regulations may be amended, from time to time, by the Board of Directors or by vote of the majority of the votes entitled to be cast by members present in person or by proxy at an Annual Meeting or Special Meeting. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption or amendment thereof and to each new member upon becoming an Owner of a Lot.
  - c) To fix, determine, levy, collect, and enforce the general and special assessments to be paid by each of the Owners as provided in the Declaration; to adjust, decrease, or increase the amount of such assessments; and to remit or return any excess of the assessments over expenses and cash reserves to the Owners at the end of each operation year, except for necessary reserves and sinking funds as shall be required to insure the proper maintenance of the Roads and common open spaces, general, special and other assessments shall be in statement form and shall set forth in detail the various expenses for which the assessments are being made.
  - d) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from any Owner as provided in the Declaration.
  - e) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; and such indebtedness shall be the obligation of all the Owners in the same proportion as the number of acres owned within the Property by each Owner bears to the total number of acres within the Property.
  - f) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
  - g) To keep and maintain, or to cause the same to be kept and maintained, detailed, accurate records in chronological order of receipts and expenditures affecting the Roads and common open spaces, specifying and itemizing the maintenance and repair expenses of the Roads and common open spaces and any other expenses incurred. Such records and the vouchers authorizing payment of such expenses shall be available for examination by the members at convenient hours.
  - h) To prepare and deliver annually to each member a statement showing all receipts, expenses, or disbursements since the last such statement.
  - i) To meet at least once a year.
  - j) To manage control, operate, maintain, repair and improve the Roads and common open spaces and to designate or hire the personnel necessary for such maintenance and operation of the Roads and common open spaces and to enter into one (1) or more management agreements with third parties in order to facilitate efficient operation of the Roads and common open spaces. It shall be the primary purpose of such management agreements to provide for the administration, management, repair, and maintenance of the Roads, common open spaces and all improvements thereon and the receipt and disbursement of funds as may be authorized by the Board of Directors.
  - k) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate or otherwise deal in and with real, personal and mixed property of all kinds and any rights or interests therein, for any purpose of this Association.
  - l) To borrow money and secure the repayment of monies borrowed for any purpose of this Association, limited in amount or other respects as may be provided in the Declaration.
  - m) To enter into contracts for services, facilities purchase of assets, both personal and real, for the benefit of the members, and do any and all acts that a natural person can do for the benefit of the members.
  - n) In general, to carry on the administration of the Association, to do all of those things necessary and reasonable in order to carry out the governing and operation of the Association, and to exercise for the Association all powers and authorities vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- 3) **Number and Qualification.** Initially, the Board of Directors as set forth in the Articles of Incorporation, shall consist of three (3) persons who shall hold office until the first annual meeting of the members or until their successors have been duly elected. The number of directors of the Association shall be not less than three (3) nor more than fifteen (15) as determined, from time to time, by vote of a majority of the votes entitled to be cast by members present in person or by proxy at an annual meeting or special meeting. Except for the initial Board of Directors as hereinabove provided, all directors shall be members of the Association.
- 4) **Election and Term of Office.** At the first annual meeting of the Association, the term of office of one Director shall be fixed at three (3) years, the term of office of one Director shall be fixed at two (2) years and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first

meeting. The Directors shall be elected by vote of a majority of the votes entitled to be cast by members present in person or by proxy at an annual meeting or special meeting.

- 5) **Vacancies**. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall remain in office until the next Annual Meeting of the members at which time an election shall be held to fill the vacancy and unexpired term.
- 6) **Removal of Directors**. At any regular or special meeting duly called, any one or more of the Directors may be removed, with or without cause, by a vote of the majority of the votes entitled to be cast by members present in person or by proxy at such meeting; and a successor may then and there be elected to fill the vacancy and unexpired term thus created. Any Director whose removal has been proposed by the membership shall be given an opportunity to be heard at such meeting.
- 7) **Organizational Meeting**. The first meeting of a newly elected Board of Directors shall be held within forty-five (45) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors are elected; and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting.
- 8) **Regular Meetings**. Regular meetings of the Board of Directors may be called by the President or a majority of the Directors and may be held at such time and place as shall be determined, from time to time, by a majority of the Directors; but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting, which notice shall state the time and place of said meeting.
- 9) **Special Meetings**. Special meetings of the Board may be called by the President on at least three (3) days' notice to each Director, given personally or by mail, email, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of the Directors.
- 10) **Waiver of Notice**. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting; and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required; and any business may be transacted at such meeting.
- 11) **Board of Directors' Quorum**. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting subsequently held, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 12) **Fidelity Bonds**. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.
- 13) **Compensation**. No compensation shall be paid to the Directors, as such, for their services. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 14) **Action without meeting** (for example e-mail).
  - a) Unless otherwise provided in the bylaws, any action required or permitted by the bylaws and articles 121 to 137 of title 7, CRS, to be taken at a board of directors' meeting may be taken without a meeting if notice is transmitted in writing to each member of the board and each member of the board by the time stated in the notice:
    - i) Votes in writing for such action; or
    - ii) Votes in writing against such action, abstains in writing from voting, or fails to respond or vote; and
  - b) The notice required by subsection (a) of this section shall state:
    - i) The action to be taken;
    - ii) The time by which a Director must respond;
    - iii) That failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice; and
    - iv) Any other matters the nonprofit corporation decides to include.

- c) Action is taken under this section only if, at the end of the time stated in the notice transmitted pursuant to subsection (a) of this section:
  - i) The affirmative votes in writing for such action received by the Association and not revoked pursuant to subsection (d) of this section equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted, and;
- d) Any director who in writing has voted, abstained, may revoke such vote, abstention in writing received by the Association by the time stated in the notice transmitted pursuant to subsection (a) of this section.
- e) Unless the notice transmitted pursuant to subsection (a) of this section states a different effective date, action taken pursuant to this section shall be effective at the end of the time stated in the notice transmitted pursuant to subsection (a) of this section.
- f) A writing by a Director under this section shall be in a form sufficient to inform the Association of the identity of the Director, the vote, abstention, or revocation of the Director, and the proposed action to which such vote, abstention, or revocation relates. Unless otherwise provided by these bylaws, all communications under this section may be transmitted or received by the Association by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For purposes of this section, communications to the Association or not effective until received.
- g) Action taken pursuant to this section has the same effect as action taken at a meeting of Directors and may be described as such in any document.
- h) Unless a greater or lesser number is required by the bylaws, a quorum of a Board of Directors consists of a majority of the number of Directors in office immediately before the meeting begins.
- i) All writings made pursuant to this section shall be filed with the minutes of the meetings of the Board of Directors.

## ARTICLE VI OFFICERS

- 1) **Designation.** The officers of the Association shall be a President, a Vice President a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect.
- 2) **Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. One person may hold concurrently any two offices provided, however, that the offices of President and Secretary shall not be held by the same person. The office of Vice-President need not be filled.
- 3) **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.
- 4) **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by a majority vote of the members of the Board of Directors.
- 5) **President.** The President shall be the principal executive officer of the Association and, subject to the control of the Directors, shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Board of Directors and members. He shall present, at each Annual Meeting of the members, a report of the conditions of the business of the Association. He shall cause to be called regular and Special Meetings of the members and Directors in accordance with these By-Laws. He shall appoint and remove, employ and discharge, and fix the compensation of all employees of the Association and shall have the power to appoint committees from among the members, from time to time, as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association. He shall sign and make all contracts and agreements in the name of the Association. He shall sign checks, notes, drafts, warrants, or other orders for the payment of money duly drawn by the Treasurer, and any deeds, mortgages, bonds, or other instruments which are required to be executed, except in cases where the signing and execution thereon shall be expressly delegated by the Directors to some other officer or agent of the Association, or shall be required by law or by the Declaration to be otherwise signed or executed. He shall enforce these By-Laws and perform all of the duties incident to the position and office and which are required by law.
- 6) **Vice President.** The Vice President shall have the powers and authority and shall perform all the functions and duties of the President in the absence of the President, or his inability, for any reason, to exercise such powers and functions or perform such duties.
- 7) **Secretary.** The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general,

perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at a location designated by the Board of Directors, a complete list of members and their last known addresses as shown on the records of the Association. Such a list shall also show opposite each members name the number or other appropriate designation of the lot owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during business hours.

- 8) **Treasurer**. The treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuables in the name, and to the credit, of the Association in such accounts and depositories as may, from time to time, be designated by the Board of Directors: Withdrawals shall be made from such accounts by checks signed by the President or such other person as the Board of Directors may designate. He shall, in general, perform all of the duties incident to the office of Treasurer.
- 9) **Nominating Committee**. A nominating committee composed of three members may be elected by the Board. It shall be the duty of the committee to nominate candidates for the vacancies on the Board of Directors to be filled at the annual meeting in February. The Nominating Committee shall report at the annual meeting. Before the election at the annual meeting in February, additional nominations from the floor shall be permitted. A brief resume on candidates should be submitted as to qualifications, etc.

## **ARTICLE VII COMMITTEES**

- 1) A **Fishing and Common Area Committee** composed of three members shall be elected by the Board of Directors. It shall be the duty of this committee to provide members with fishing regulations and locations of designated parking areas. Whenever it is necessary, to work with property owners to provide additional parking areas along streams. This committee shall report to the Board of Directors.
- 2) A **Road Committee** composed of three members shall be elected by the Board of Directors. It shall be the duty of this committee to monitor the roads and determine what is needed in the areas where improvements are necessary. The committee shall install warning signs until road improvements are made, recommend to the Board any safety measures needing adoption, obtain bids for road work and submit them to the Board as well as supervise road work to completion. This committee shall report to the Board of Directors.
- 3) A **Security Control Committee** composed of seven members shall be elected by the Board of Directors. It shall be the duty of this committee to patrol, regulate and enforce rules adopted by the Board regarding membership privileges, establish procedures for coping with violators and provide security officers during seasons of high trespass — hunting seasons. This committee shall report to the Board of Directors.
- 4) An **Animal Control Committee** composed of three members shall be elected by the Board of Directors. It shall be the duty of this committee to see that all animals (grazing), owned by members of the Sand Creek Park Landowners Association are being maintained according to conditions as set forth in the Covenants, to determine, whenever possible, if other domesticated (grazing) animals are on property, their ownership and possibilities for keeping them off Sand Creek Park property. This committee shall receive complaints on beaver problems and correct them as necessary. This committee shall report to the Board of Directors.
- 5) A sub-committee to the **Architectural Control Committee** composed of three directors may be elected by the Board of Directors to receive and approve plans and make recommendations to the **Architectural Control Committee** which is composed of all members of the Board of Directors as stated in Article I, Section 7 of the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners Association. Any variances shall be brought before the Board of Directors for approval.
- 6) Such other committees, standing or special, shall be appointed by the Board of Directors from time to time as deemed necessary to carry on the work of the Association. The President of the Association shall be ex officio member of all committees excluding the Nominating Committee.

## **ARTICLE VIII PARLAMENTARY AUTHORITY**

The rules contained in the current edition of Roberts' Rules of Order, Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the Association may adopt.

**ARTICLE IX  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify every Director or officer, his heirs, executors, administrators, against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of the other rights to which such Director or officer may be entitled. All liability, loss, damage, costs, and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any member or Owner who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under any by virtue of the Declaration as member or Owner.

**ARTICLE X  
BILLS, NOTE, ETC.**

All bills payable, notes, checks, or other negotiable instruments of the Association shall be made in the name of the Association. Checks shall be signed by the President and Treasurer or two (2) authorized Directors of the Association and notes or other negotiable instruments of the Association shall be signed by the President and Treasurer and counter-signed by the Secretary. No officer or agent of the Association, either singly or jointly with others, shall have the power to make any bills payable, note, check, draft, or warrant, or other negotiable instruments, or endorse the same in the name of the Association, or contract or cause to be contracted any debt or liability in the name of or on behalf of the Association, except as expressly prescribed and provided by the Board of Directors.

**ARTICLE XI  
AMENDMENT**

These By-Laws may be amended by vote of a majority of the votes entitled to be cast by members present in person or by proxy at an Annual Meeting or Special Meeting constituted for such purpose.

**ARTICLE XII  
EVIDENCE OF OWNERSHIP, REGISTRATION OR MAILING ADDRESS, AND REQUIRED PROXIES**

- 1) **Proof of Ownership.** Any person or other entity, upon becoming an Owner of a Lot, shall furnish to the Board of Directors a photocopy of a certified copy of the deed or contract vesting that person with an interest of ownership, which instrument shall remain in the files of the Association.
- 2) **Registration of Mailing Address.** The Owner or Owners of each Lot shall have one registered mailing address to be used by the Association for mailing of statements of assessment, notices, demands, and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or any combination thereof to be used by the Association. Such registered address shall be furnished by such Owner or Owners to the Secretary within five (5) days after an ownership interest in a Lot is acquired, or after a change of address' and such registration shall be in written form and signed by all the Owners of the Lot or by such person as is authorized by law or designated by the other Owners to represent the interests of the Owners thereof.
- 3) **Required Proxies.** If ownership of a Lot is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a written statement appointing and authorizing one person or alternate persons to attend all Annual Meetings and Special Meetings of members and thereat to cast whatever vote the members themselves might cast if they were personally present, and to all petitions, waivers, and other documents as herein provided, and otherwise to act as their representative. Such proxy (or written statement) shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by operation of law provided, however, that within thirty (30) days after such revocation, amendment, or termination, the Owners shall reappoint and authorize one person or alternate persons to act as their representative as herein provided. The requirements herein contained in this Article shall be first met before a member shall be deemed in good standing and entitled to vote at any Annual Meeting or Special Meeting of members.

**ARTICLE XIII**

This Association is not organized for profit. No member, member of the Board of Directors, or officer, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof; and in no event, shall part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors, officer, or member of the Association provided, however, (1) that reasonable compensation may be paid to any member, Director, or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of

the Association, and (2) that any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.



# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SAND CREEK PARK LANDOWNERS' ASSOCIATION

THIS DECLARATION is made this 25 day of July, 1978, by WESTERN LAND AND INVESTMENT CORPORATION, a Wyoming Corporation, hereafter referred to as "the Declarant."

## WITNESSETH:

WHEREAS, the Declarant is the owner of that certain parcel of real property located in the County of Larimer, State of Colorado. Legally described on Exhibit "a" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property" and

WHEREAS, the Declarant desires to provide for the maintenance of roads and desired to establish certain standards covering the Property by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property. To this end and for the benefit of the Property and the owners thereof, the Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges, and liens hereinafter set forth; and

WHEREAS, the Declarant will incorporate under the laws of the State of Colorado, as a nonprofit corporation, the Sand Creek Park Landowners' Association, hereinafter referred to as "the Association," for the efficient preservation of the values and facilities of the Property, and will delegate and assign to the Association the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions of this Declaration and collecting and disbursing the charges and assessments hereinafter created;

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions, and restrictions which shall run with the Property and which are for the purpose of protecting the value and desirability of the Property and every portion thereof and shall be binding upon all parties having any right, title, or interest in the Property or any portion thereof, their heirs, administrators, successors, and assigns, and shall inure to the benefit of the owners thereof.

## ARTICLE I: DEFINITIONS

Section 1: "**Owner**" shall mean and refer to the record owners, whether one or more persons or entities, of any lot, tract, or parcel of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2: "**Roads**" shall mean and refer to all roads presently existing or subsequently constructed on the Property which are necessary to provide vehicular access from public roads to lots, tracts, or parcels of the Property. "Roads" shall not include private driveways constructed by individual Owners to provide access to dwellings or other structures located upon such Owners' lots, tracts, or parcels of the Property.

Section 3: "**Fishing Areas**" shall mean and refer to all creeks, streams, rivers, ponds, and lakes now located or subsequently constructed on the Property together with that portion of the Property over which the Declarant has reserved "fishing easements" as hereinafter defined.

Section 4: "**Access Pathways**" shall mean and refer to those pathways presently existing or subsequently constructed upon the Property which are necessary to provide access, by foot, between the Roads, parking areas as hereinafter defined, and the Fishing Areas.

Section 5: "**Land Area**" shall mean and refer to the total acreage within the Property.

Section 6: "**Common Expenses**" shall mean and refer to the cost of repairs and renovations of the Roads and the cost of maintenance of the Fishing Areas, Access Pathways, and any other real or personal property owned by the Association and any structured thereon and shall include, by way of example and not limitation, casualty, public liability, and other insurance; taxes; special assessments; road construction, repair, maintenance, and renovation; management and administration costs; wages; legal and accounting fees; operational fees; expenses and liabilities incurred by the Association pursuant to or by reason of these covenants or the Articles of Incorporation or By-Laws of the period; the creation of a reasonable contingency, reserve, sinking, or surplus fund; other sums declared Common Expenses by the provisions of these covenants; and all other sums lawfully assessed by the Association pursuant to these covenants, the Articles of Incorporation, or the By-Laws of the Association.

Section 7: “**Architectural Control Committee**” shall mean and refer to the Architectural Control Committee of the Association. Unless otherwise provided in the Articles of Incorporation of By-Laws of the Association, the Board of Directors of the Association shall serve as the Architectural Control Committee.

## **ARTICLE II: EASEMENTS**

Section 1: **Road Easements.** The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual road easement sixty feet (60’) in width, over and across and thirty feet (30’) on each side of the centerline of all Roads.

Except in emergency situations or in the event of a mechanical breakdown and except in areas specifically designated for parking purposes as hereinafter provided, parking of vehicles within the Road Easements is expressly prohibited. Notwithstanding the foregoing, an Owner, his tenants, guests, and invitees, may park within the Road Easements located upon his lot, tract, or parcel of the Property. In addition, each Owner of a lot, tract, or parcel of the Property upon which a Road Easement is located and upon which a fishing easement has been reserved as hereinafter defined, shall have the right and shall be obligated to designate at least one area within his lot, tract, or parcel of the Property which may be used by other members of the Association, their tenants, guests, and invitees, for parking purposes. Said parking area shall be within Road Easement located upon the Owner’s lot, tract, or parcel of the Property and shall be sufficient in size to accommodate a minimum of five (5) standard size automobiles, pick-up trucks, or similar vehicles. In the event an Owner of a lot, tract, or parcel of the Property refuses to designate an area for parking purposes, the Association may make such designation and said Owner shall be obligated to abide by the designation of the Association.

Section 2: **Utility Easements.** The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual underground utility easement twenty feet (20’) in width, adjacent to, parallel with, and on each side of all Road easements, section lines, quarter section lines, and the boundary lines of all lots, tracts, or parcels of the Property. There shall be utility guying easements on all lots, tracts, or parcels of the Property as required by the utility involved.

Section 3: **Fishing Easements.** The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual easement sixty feet (60’) in width, over and across and thirty feet (30’) on each side of the centerline of all creeks, streams, and rivers located upon the Property and over, across, and thirty feet (30’) above the high water line of all lakes and ponds presently located or subsequently constructed upon the Property.

Section 4: **Access Pathway Easements.** The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual easement ten feet (10’) in width, over and across and five feet (5’) on each side of the centerline of all Access Pathways.

Section 5: **Maintenance of Easements.** The Declarant shall have no obligation to maintain or repair the Roads, Access Pathways, Fishing Areas, or any of the above-described easements once constructed or established, except to the extent that the Declarant continues to be an Owner and member of the Association. The Association is hereby charged with the duty and responsibility of providing for the maintenance, repairs, and renovation of the Roads, Access Pathways, Fishing Areas, and above-described easements.

Section 6: **Conveyance of Easements.** The Declarant hereby expressly agrees to convey all Road, Utility, Fishing, and Access Pathway Easements, hereinabove reserved, to the Association, its successors and assigns, for the use and benefit of all Owners, their heirs, administrators, assigns, and invitees, forever, upon the sale of all lots, tracts, and parcels of the Property by the Declarant.

## **ARTICLE III: OWNERS’ RIGHTS**

Section 1: **Owners’ Easements of Enjoyment.** Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Roads, Fishing Areas, and Access Pathways which shall be appurtenant to and shall pass with the title to every lot, tract, or parcel of the Property. An Owner’s right and easement of enjoyment in and to the Roads, Fishing Areas, and Access Pathways shall not be exercised in any manner which substantially interferes with the right and easement of any other Owner with respect thereto and shall be subject to the following:

- 1.1. The right of the Association to charge reasonable fees and assessments to meet the estimated Common Expenses; and
- 1.2. The right of the Association to suspend the voting rights and right to use of the Fishing Areas and Access Pathways by an Owner for any period during which any assessment against his lot, tract, or parcel of the Property remains unpaid; and
- 1.3. The right of the Association to dedicate or transfer all or any part of the Road, Utility, Fishing, and Access Pathways Easements to any public agency, authority, or utility company for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless approved by the Owners of two-thirds

(2/3) of the Land Area within the Property at a meeting duly called for such purpose as provided in the Articles of Incorporation and By-Laws of the Association; and

- 1.4. The right of the County of Larimer and any other governmental or quasi-governmental body having jurisdiction over the Property to have access and the right of ingress and egress over and across the Roads, Fishing Areas, and Access Pathways for purposes of providing police and fire protection and providing any other governmental or municipal service.

Section 2: **Association Rules and Regulations.** The Association shall have the right and power, through its Board of Directors, to adopt such rules and regulations as it, in its sound discretion, shall determine, from time to time, necessary to regulate and govern the use of the Roads, Fishing Areas, and Access Pathways, provided, however, that said rules and regulations shall not be discriminatory.

Section 3: **Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, his right and easement of enjoyment of the Roads, Fishing Areas, and Access Pathways to the members of his family, his guests, invitees, and tenants subject to this Declaration, the Articles of Incorporation, adopted by the Association.

#### **ARTICLE IV: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a lot, tract, or parcel of the Property shall become a member of the Association upon acquisition of said lot, tract or parcel. Membership shall be appurtenant to and may not be separated from ownership of the lot, tract, or parcel of the Property. Membership shall pass by operation of law upon the sale of such lot, tract, or parcel, which sale may be by deed or by installment land contract. Each Owner shall have one (1) vote (or fraction of a vote) per acre (or fraction of an acre) owned within the Property and shall be entitled to vote as provided in the Articles of Incorporation and By-Laws of the Association. When more than one (1) person or entity holds a beneficial interest in a lot, tract, or parcel of the Property, as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association but shall be considered as only one (1) Owner for voting purposes.

#### **ARTICLE V: ASSESSMENT FOR COMMON EXPENSES**

Section 1: **Personal Obligation of Owners for Assessments.** The Declarant, for each lot, tract, or parcel of the Property owned, hereby covenants, and each Owner of any lot, tract, or parcel of the Property by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments imposed by the Association to meet the estimated Common Expenses. Assessments for the estimated Common Expenses shall be due yearly or at such other intervals as may be set by the Association from time to time. The Association shall prepare and deliver by mail to each member a statement for the yearly assessment.

Section 2: **Amount of Assessments.** Assessments made for the Common Expenses shall be based upon the cash requirements deemed to be the aggregate sum which the Association shall, from time to time, determine to be paid by the Owners, including the Declarant, to provide for the Common Expenses. The amount of the assessment which shall be paid by each Owner of a lot, tract, or parcel of the Property shall be determined by dividing the aggregate sum the Association determines to be paid by the Owners as hereinabove provided by the total number of acres within the Property; and the Owner of each lot, tract, or parcel of the Property shall pay his proportionate share of said aggregate sum based upon the number of acres owned within the Property. In no event shall said assessment exceed ~~\$2~~ \$3 per acre<sup>1</sup>, tract, or parcel of the Property. This limitation may be waived by an Owner who wishes to pay in excess of said limitation in any one year and may be revised by the Association as future needs dictate as provided in the Articles of Incorporation and By-Laws of the Association. In the event any lot, tract, or parcel of the Property is subdivided, each person or entity purchasing a portion of any such subdivided lot, tract, or parcel of the Property shall be an Owner for purposes of these covenants and shall be obligated to pay the assessment for Common Expenses as herein. Provided. Notwithstanding the foregoing, the Declarant shall not be obligated to pay an assessment in excess of that paid by an Owner of thirty-five (35) acres regardless of the number of acres actually owned by the Declarant.

Section 3: **Date of Commencement of Assessment.** The assessment provided for herein shall commence at the time of the conveyance of the first lot, tract, or parcel of the Property from the Declarant. The Board of Directors of the Association shall fix the amount of the assessment and establish the date such assessment is to be paid as provided in the Articles of Incorporation and By-Laws of the Association.

Section 4: **Provision for Maintenance by the Board of County Commissioners.** In the event the Association fails to maintain the Roads in reasonable order and condition, the Board of County Commissioners of the County of Larimer may assume the responsibilities and duties of the Association and may assess and collect the cost of such maintenance in the same manner as real property taxes are assessed and collected.

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<sup>1</sup> Dues were updated to the current level of \$3 per acre on January 10, 2018 per Article V, Section 2(c).

## **ARTICLE VI: LIEN FOR NON-PAYMENT OF ASSESSMENTS**

Section 1: **Effect of Non-Payment of Assessments, Remedies of the Association.** It shall be the duty of each Owner to pay a proportionate share of the Common Expenses and any other expenses as set forth in this Declaration and as assessed by the Association. Payment thereof shall be in such amounts and at such times as may be determined by the Association. If any Owner shall fail or refuse to make any such payments when due, the amount thereof shall constitute a lien on that Owner's lot, tract, or parcel of the Property as set forth in the deed of conveyance to said Owner; and upon the recording of notice thereof by the Association, such lien shall be constituted upon Owner's interest in said lot, tract, or parcel of the Property prior to all other liens and encumbrances, recorded or unrecorded, except (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state, and other state or federal taxes which by law are a lien on the interest of such Owner prior to the pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance and including additional advances made thereon prior to the arising of this lien.

Section 2: **Evidence of Lien.** To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the lot, tract, or parcel, and a description of the lot, tract, or parcel of the Property. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the Office of the Clerk and Recorder of the County of Larimer, State of Colorado. Such lien shall attach from the date of recording in the Office of the Clerk and Recorder and may be foreclosed by foreclosure by the Association of the defaulting Owner's lot, tract, or parcel in like manner as mortgages on real property. The lien provided for herein shall be in favor of the Association and for the benefit of all of the members of the Association. In any such foreclosure, the Owner shall be required to pay all costs and expenditures of such proceedings; the costs, expenses, and attorneys' fees for filing the notice and claim of lien; and all reasonable attorneys' fees incurred in connection with such foreclosure. The Owner shall also be required to pay to the Association any assessments due and owing during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The association, on behalf of the members, shall have the power to bid on the lot, tract, or parcel of the Property at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. The Association shall send to each first mortgage a copy of the notice of lien provided for herein. Any encumbrancer holding a lien on a lot, tract, or parcel may, but shall not be required to, pay any unpaid assessments due and owing with respect thereto; and upon such payment, such encumbrancer shall have a lien on such lot, tract, or parcel for the amount paid of the same rank as the lien of his or its encumbrance.

## **ARTICLE VII: OWNERS' OBLIGATION FOR PAYMENT OF ASSESSMENTS**

Section 1: **Personal Obligation to Pay Assessments.** Assessments made by the Association against each Owner of a lot, tract, or parcel of the Property shall be the personal and individual obligation of the Owner at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. No Owner may exempt himself from payment of general or special assessments by waiver of the use or enjoyment of the Roads, Fishing Areas, and Access Pathways or by abandonment of his lot, tract, or parcel of the Property.

Section 2: **Liability of Grantee.** The grantee of a lot, tract, or parcel of the Property shall be jointly and severally liable with the grantor for all unpaid assessments against the lot, tract, or parcel of the Property assessed and due prior to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee, provided, however, that upon payment of a reasonable fee, not to exceed Twenty Dollars (\$20), and upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject lot, tract, or parcel of the Property, the amount of the current assessment; the period covered by the current assessment; the date the current assessment comes due; and the amount of any credit for advance payments or for prepaid items. Said statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with by the Association within ten (10) days of such request, then such grantee shall not be liable for, nor shall the lot, tract, or parcel of the Property by conveyed subject to, a lien for any unpaid assessments against the subject lot, tract, or parcel of the Property.

## **ARTICLE VIII: ARCHITECTURAL CONTROLS**

Section 1: **Land Use and Building Type.** Except as otherwise provided therein, no building shall be erected, altered, placed, or permitted to remain on any lot, tract, or parcel of the Property other than single-family residential dwellings with attached or unattached garages; unattached pump houses; residential guest houses; and non-residential outbuildings and structures such as the care of livestock, as permitting under these covenants, or the maintenance of equipment. The Architectural Control Committee may grant relief from this provision for good cause.

Section 2: **Approval.** No building or other structure including, but not limited to, dwellings, sheds, garages, outbuilding, and fences shall be erected, placed, or altered on any lot, tract, or parcel of the Property until the plans and specifications, along with a

plot plan (submitted in duplicate), showing the location of the structure, have been approved by the Architectural Control Committee, which plans shall, among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to property lines. Should the Architectural Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the Owner of a lot, tract, or parcel of the Property within thirty (30) days after the written request therefore, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any lot, tract, or parcel of the Property which violates any of the covenants or restrictions contained herein. At the time said plans and specifications are approved, the builder or Owner shall proceed diligently with construction and the exterior of any such structure shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond said eighteen (18) month construction period for good cause when requested by the Owner.

Section 3: **Nuisance.** Nothing which may be or may become annoying or a nuisance to other Owners shall be permitted on any lot, tract, or parcel of the Property. No obnoxious or offensive activity or commercial business or trade shall be conducted upon any lot, tract, or parcel of the Property, except that professional offices, such as those of a doctor, lawyer, dentist, architect, or engineer, may be maintained within the main residential dwelling. For purposes of this covenant, ungaraged, inoperative automobiles, machines, or other equipment which remain on any lot, tract, or parcel of the Property for more than ninety (90) days shall be deemed to be a nuisance.

Section 4: **Temporary Residence.** No structure of a temporary character, trailer, mobile home, basement, tent, or accessory building shall be used on any lot, tract, or parcel of the Property as a residence. However, a pickup camper, camper trailer, motor home, or tent may occupy a lot, tract, or parcel of the Property if there is a permanent residential structure thereon. A pickup camper, camper trailer, motor home, or tent may occupy a lot, tract, or parcel for a period not to exceed six (6) months, for construction purposes, during the construction of the initial residential structure. In addition, a camper trailer, pickup camper, motor home, or tent may occupy a lot, tract, or parcel of the Property for a period not to exceed one hundred eighty (180) days per calendar year for recreational purposes. The Architectural Control Committee may grant relief from this provision for good cause.

Section 5: **Refuse and Rubbish.** Rubbish, refuse, garbage, and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the Property, and shall be disposed of in a sanitary manner. No lot, tract, or parcel of the Property or easement shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the Property and visible from public roads or adjoining or nearby properties.

Section 6: **Livestock.** Any lot, tract, or parcel of the Property may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited; the livestock shall be properly cared for with adequate maintenance, food, and shelter. It shall be the responsibility of the Owner to fence the lot, tract, or parcel of the Property when livestock are to be maintained on such lot, tract, or parcel. Outbuildings may be erected and maintained for such animals if approved by the Architectural Control Committee.

Section 7: **Fences.** Fences shall be permitted provided, however, that any fence shall be constructed so as not to interfere with the Road easements hereinabove established and required for access to adjoining lands unless cattle guards are installed in place of gates. Gates may be installed across the Access Pathways shall be approved by the Architectural Control Committee. The Architectural Control Committee may grant relief from this provision for good cause.

Section 8: **Advertising.** No advertising, signs, or billboards shall be erected, placed, or permitted to remain on the Property. Notwithstanding the foregoing, signs offering a lot, tract, or parcel of the Property for sale, shall be permitted. For a period of two (2) years from the date these covenants are recorded in the Office of the Clerk and Recorder of Larimer County, Colorado, such "For Sale" signs shall be limited to those of Cabin Country, Realtors. The Architectural Control Committee may grant relief from this provision for good cause.

#### **ARTICLE IX: GENERAL PROVISIONS**

Section 1: **Enforcement.** Enforcement of this Declaration and these covenants, conditions, and restrictions shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by any Owner or by the Association on behalf of its members, and the Association may assess the cost of such prosecution as a Common Expense. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these covenants.

Section 2: **Severability.** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

Section 3: **Term of Declaration.** These covenants, conditions, and restrictions for Sand Creek Park Landowners' Association shall run with the land and shall be binding upon all persons now owning lots, tracts, or parcels of the Property and any persons hereafter acquiring lots, tracts, or parcels of the Property and shall be in effect in perpetuity unless amended or terminated as provided herein.

Section 4: **Amendments and Repeal.** Any provisions, covenants, conditions, or restrictions contained in this Declaration, including the term of this Declaration, may be amended or repealed upon approval of the amendment or repeal by Owners in good standing in the Association and entitled to vote, holding sixty-seven percent (67%) or more of the votes of Owners present in person or by proxy at a meeting of the Owners called for such purpose at which a quorum is present; provided that fifty-one percent (51%) or more of all votes entitled to be cast by all Owners are cast in favor of such amendment or repeal. The approval of any such amendment or repeal shall be effective upon the recording in the Office of the Clerk and Recorder of Larimer County, Colorado, of a certificate executed by the appropriate officer of the Association setting forth the amendment or repeal that has been approved by Owners.

Section 5: **General Reservations.** The undersigned, its successors and assigns, shall have the right to bring additional adjacent properties (located in Township 12 North, Range 74 West of the 6th P.M., township 11 North, Range West of the 6th P.M., and Township 12 North, Range 75 West of the 6th P.M., County of Larimer, State of Colorado, and Township 12 North, Range 74 West of the 6th P.M., Township 12 North, Range 75 West of the 6th P.M. Township 12 North, Range 76 West of the 6th P.M., and Township 13 North, Range 75 West of the 6th P.M, County of Albany, State of Wyoming) within the scheme of these protective covenants and the structure of the Association. Such additions shall be made by filing of record of a supplement to these protective covenants reciting (a) that this Declaration is amended by adding thereto as "Property" the additional property to be embraced within these covenants and the structure of the Association, and 9b) that the provisions of this Declaration, and such additions and modifications as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these covenants, shall govern such additional property. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by these protective covenants supplement or supplements shall be required of any Owner or encumbrancer who may have acquired an interest in the Property, nor of the Association; and such consent and approval is hereby expressly waived by such persons and entities.

IN WITNESS WHEREOF, WESTERN LAND AND INVESTMENT CORPORATION, a Wyoming Corporation, has caused this Declaration to be executed the day and year first above written.

ATTEST:  
/s/  
Mike O'Dell, Vice President

WESTERN LAND AND INVESTMENT  
CORPORATION, a Wyoming  
Corporation  
  
By: /s/  
Karl Schakel, President

STATE OF COLORADO  
COUNTY OF LARIMER

The foregoing Declaration of Covenants, Conditions, and restrictions for Sand Creek Park Landowners' Association was acknowledged before me this 35th day of July, 1978, by Karl Schakel as President and Mike O'Dell as Vice President of Western Land and Investment Corporation, a Wyoming Corporation.

My Commission expires: 6-29-82  
WITNESS my hand and official seal.

Notary Public: /s/

**SAND CREEK PARK LANDOWNERS' ASSOCIATION  
POLICY FOR CONDUCTING ASSOCIATION MEETINGS**

Effective: April 7, 2010

1. **Introduction.** The Board of Directors ("Board") of Sand Creek Park Landowners' Association, a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purpose.** The purpose of this Policy is to emphasize that meetings of the Association's Board and its Members must be conducted in accordance with the Association Documents and applicable law. The Association Documents (in particular, its Bylaws), CCIOA and the Colorado Revised Nonprofit Corporation Act ("Nonprofit Act") contain numerous provisions governing meetings of the Association's Members and Directors including, without limitation, provisions regarding notices, quorums, proxies, voting and Member participation in the meetings. It is not the intent of this Policy to restate those provisions, but rather to provide overall guidance on the requirements governing the conduct of Association meetings.
3. **Member Meetings.**
  - 3.1. **Governing Documents and Laws.** Meetings of the Association's Members shall be conducted in accordance with the requirements of the Association Documents (especially the Bylaws), CCIOA and the Nonprofit Act, to the extent applicable.
  - 3.2. **Parliamentary Procedure.** Unless otherwise provided in the Association Documents, and except as set forth in the code of conduct below, meetings of the Members shall be conducted in accordance with (a) Robert's Rules of Order Newly Revised, or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.
  - 3.3. **Code of Conduct.** The following code of conduct shall apply to meetings of the Members:
    - 3.3.1. Anyone wishing to speak must first be recognized by the meeting chair.
    - 3.3.2. Members shall not interrupt anyone who validly has the floor.
    - 3.3.3. When speaking, Members shall abide by any time limits set by the meeting chair for comment.
    - 3.3.4. Members shall at all times speak and otherwise behave with common courtesy and civility. In particular, Members shall refrain from personal attacks, and from using profane, rude or threatening language.
    - 3.3.5. Any comments should be relevant to the agenda item being discussed.
    - 3.3.6. No Member may speak for a second time on an issue until everyone who wants to speak about that issue has been given the chance to speak once.
    - 3.3.7. Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
    - 3.3.8. Members shall obey all orders made by the meeting chair, including an order to step down (i.e., an order to stop speaking and yield the floor).
  - 3.4. **Order of Business.** Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Members will be the following:
    - Establish quorum.
    - Call meeting to order.
    - Approval of minutes of prior meeting.
    - Reports of committees/officers.
    - Election of directors (if annual meeting).
    - Old business.
    - New business.
    - Adjournment.
  - 3.5. **Meeting Minutes.** Minutes of Member meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records. Because minutes of Member meetings will be taken, and in order to encourage full discussion by the Members, no Member meeting may be recorded by audio or video means unless otherwise allowed by the Board in its sole discretion.
4. **Board Meetings.**

- 4.1. **Governing Documents and Laws.** Meetings of the Association's Board shall be conducted in accordance with the requirements of the Association Documents (especially the Bylaws), CCIOA and the Nonprofit Act, to the extent applicable.
- 4.2. **Parliamentary Procedure.** Unless otherwise provided in the Association Documents, and except as set forth in the code of conduct below, meetings of the Board shall be conducted in accordance with (a) Robert's Rules of Order Newly Revised or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.
- 4.3. **Code of Conduct.** The following code of conduct shall apply to meetings of the Board:
  - 4.3.1. Directors shall conduct themselves in a professional and businesslike manner.
  - 4.3.2. No personal attacks may be made against other Directors, Association Members, residents or managing agents.
  - 4.3.3. Directors shall at all times speak and otherwise behave with common courtesy and civility. In particular, Directors shall refrain from personal attacks, and from using profane, rude or threatening language.
  - 4.3.4. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.
- 4.4. **Order of Business.** Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Board will be the following:
  - Establish quorum.
  - Call meeting to order.
  - Approval of minutes of prior meeting.
  - Reports of committees/officers.
  - Election of officers (if annual meeting).
  - Old business.
  - New business.
  - Adjournment.
- 4.5. **Meeting Minutes.** Minutes of Board meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records. Because minutes of Board meetings will be taken, and in order to encourage full discussion by the Directors, no Board meeting may be recorded by audio or video means unless otherwise allowed by the Board in its sole discretion.
- 4.6. **Executive Sessions.** Executive or closed-door sessions of the Board shall be conducted in accordance with CCIOA (CRS §38-33.3-308).
5. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
6. **Amendment.** This Policy may be amended from time to time by the Board.

#### **CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Sand Creek Park Landowners' Association ("Association") certifies that the foregoing Policy for Conducting Association Meetings was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on April 7, 2010.

SAND CREEK PARK LANDOWNERS' ASSOCIATION  
By: Wanda Eberhard, Secretary



**SAND CREEK PARK LANDOWNERS' ASSOCIATION  
POLICY FOR HANDLING CONFLICTS OF INTEREST OF DIRECTORS**

Effective: April 7,2010

1. **Introduction.** The Board of Directors ("Board") of Sand Creek Park Landowners' Association, a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association ("Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purposes.** The purposes of this Policy are:
  - 2.1. To set forth procedures and rules to identify and handle conflict of interest situations involving Directors
  - 2.2. To provide a framework for appropriate education of existing and new Directors as to (a) their responsibilities in terms of timely disclosing conflict of interest situations and (b) the limits CCIOA places upon the participation of a Board member with a conflict of interest; and
  - 2.3. To provide a mechanism for the Board to take up and reconsider any decision or action which may inadvertently be rendered without appropriate disclosure and handling of a Board member conflict of interest.
3. **Identification and Disclosure of Conflict-of-Interest Situations.**
  - 3.1. **Definition of Conflict of Interest.** Unless the Declaration provides a more expansive definition, in which case the Declaration controls, a "conflict of interest" shall be defined as any contract, transaction, or other financial relationship between the Association and a director of the Association, or between the Association and a party related to a director, or between the Association and an entity in which a director of the Association is a director or officer or has a financial interest. A "party related to a director" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.
  - 3.2. **Declaration and Disclosure of Conflict of Interest.** A Board member who has a conflict of interest regarding any contract, decision or other action shall declare and disclose the conflict of interest. In making such declaration and disclosure, the affected Board member shall:
    - 3.2.1. Identify, by agenda item or otherwise with such particularity as necessary to identify the issue in question, the specific pending contract, decision or other action as to which the conflict of interest arises; and
    - 3.2.2. Describe the person or person(s) who would financially benefit from the contract, decision or other action; and
    - 3.2.3. Disclose the nature and magnitude of the financial benefit that would arise out of or as a function of the Board's decision on the contract, decision or other action.
4. **Participation by Board Member Who Has Disclosed a Conflict of Interest.**
  - 4.1. **Discussion.** Unless the Association Documents provide for stricter limits on participation, in which case such stricter limits control, a Board member who has a conflict of interest may, after identifying and disclosing the conflict, participate in the Board's discussion of the pending contract, decision or other action. However, upon either (a) the voluntary decision of the Board member who has declared a conflict; or (b) the vote of a majority of the then present Directors who do not have a conflict, the Board member with a conflict may be excused from the discussion of the pending contract, decision or other action, in which case such Board member shall not be present or participate in the Board's evaluation of the issue.
  - 4.2. **Voting.** A Board member who has a conflict of interest shall be considered present for purposes of establishing a quorum and may vote on any matter related to consideration of the contract, decision or other action implicated by the conflict of interest.
5. **Reconsideration of Decisions Impacted by Questionably or Improperly Handled Conflict of Interest.**
  - 5.1. **Effect of Non-Compliance.** The actions of the Board on any conflict of interest transaction shall be considered valid, binding and authorized, and will not be voidable by an Owner or on behalf of the Association, where: (1) the facts of the conflict are known by or disclosed to the Board and a majority of the Board members without a conflict vote in favor of the proposed contract, decision or other action in good faith, even though such disinterested Board members would be less than a quorum; or (2) the facts of the conflict are known by or disclosed to the Owners entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Owners entitled to vote thereon; or (3) the conflicting interest transaction is fair as to the Association.
  - 5.2. **Reconsideration/Ratification.** Where the Board identifies a previous contract, decision or other action which was adopted under circumstances where non-compliance with this policy is probable and subsections (1), (2), or (3) of Article 5.1, above, are not satisfied, the Board shall, at an open meeting, take the matter up for reconsideration. At such meeting:
    - 5.2.1. The Board member with a conflict of interest shall fully identify and disclose the conflict as provided above; and
    - 5.2.2. The Board shall discuss whether, after having considered the matter in good faith, the contract, decision or other action should be ratified by a new vote in compliance with this Policy; and

- 5.2.3. The Board shall conduct a new vote on the question of ratification, which shall satisfy the requirements of Article 5.1 of this Policy.
6. **No Loans to Board Members.** No loans shall be made by the Association to its Board members or officers. Any Board member or officer who assents to or participates in the making of a loan prohibited by this section shall be liable to the Association for the amount of such loan until it is repaid.
7. **Board Member Education.**
- 7.1. **Existing Directors.** Upon adoption of this Policy, the Association Secretary shall provide all existing Directors with a copy of this Policy.
- 7.2. **New Directors.** Following adoption of this Policy, the Association Secretary shall promptly provide all new members of the Board elected or otherwise seated on the Board with a copy of this Policy.
- 7.3. **Annual Refresher.** At least annually, the Board shall discuss this Policy and its requirements.
8. **Variiances.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
9. **Amendment.** This Policy may be amended from time to time by the Board.

#### **CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Sand Creek Park Landowners' Association ("Association") certifies that the foregoing Policy for Handling Conflicts of Interest was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on April 7, 2010.

SAND CREEK PARK LANDOWNERS' ASSOCIATION

By: Wanda Eberhard, Secretary

**SAND CREEK PARK LANDOWNERS' ASSOCIATION**  
**POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS**

Effective: April 7, 2010

1. **Introduction.** The Board of Directors ("Board") of Sand Creek Park Landowners' Association, a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association ("Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purposes.** The purposes of this Policy are to:
  - 2.1. Set forth procedures and rules to promote the consistent and predictable handling of requests by Owners for the inspection and copying of Association records;
  - 2.2. Protect the Association and its members from abusive records requests which lack a proper purpose, which fail to describe with particularity the records sought, or, which seek records not relevant to the stated purpose of a request, or which seek records legally protected from disclosure on the basis of privilege or other valid grounds for confidentiality.
3. **Document Retention Policy.**
  - 3.1. **Compliance with CCIOA.** It is the policy of the Association to maintain all records required to be maintained by CCIOA, as well as any additional documents which are designated for retention in any provision of the Association Documents. From time to time, the Board shall consult with the Association's managing agent or, if the Association has no acting managing agent, then with the Association's Secretary, to verify compliance with the record-keeping and retention requirements under Colorado Law.
  - 3.2. **Form of Records.** It is the policy of the Association to maintain the required records in written or electronic form, with a preference given to electronic storage so long as such documents can be easily converted to written form within a reasonable time. For purposes of this section, "reasonable time" shall mean a time period calculated from and following a proper request for review and copying as provided below, which time period shall be sufficient to allow conversion of documents to written form within either (a) five business days; or (b) by the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting is scheduled within thirty (30) days of the request.
  - 3.3. **Protection of Original Documents.** It is the policy of the Association that "original" records of the Association shall be appropriately protected from damage, loss or spoliation. As such, "original" documents shall not be subject to unsupervised inspection and review, and the Association will either provide for supervised review of original materials or the provision of photocopies of the requested materials with the requesting Owner responsible for reimbursement of the Association's actual cost for duplication expenses.
4. **Procedure for Requesting Inspection of Records.**
  - 4.1. **Document Inspection/Copying Request Form.** Any Association Owner seeking to inspect or copy Association records shall submit a request in substantially the form of the attached "Request for Inspection/Copying of Association Records" ("Request") to the Association through its managing agent, if applicable, or if the Association has no acting managing agent, then through the Association's Secretary. The date on which a compliant written Request is received by the responsible Association representative shall be deemed the "Date of Request."
  - 4.2. **Review of Request.** Upon receipt of a written Request, the Association's managing agent, if applicable, or else the Association's Secretary shall review the Request and determine in good faith whether the purpose of the Request is proper; whether the Request describes the records sought with reasonable particularity; and whether the records sought are relevant to the purpose of the Request. In making such determinations, consideration shall be given to the following:
    - 4.2.1. **Purpose of the Request.** The reason stated by the requesting Owner must be such that the Request can be considered to be made in good faith and for a proper purpose. For purposes of this section, any Request which, on its face, appears to be made for purposes of commercial marketing, for direct sales campaigns, to financially benefit the owner making the Request, or which is made to annoy, harass, or oppress the Association or any Owner or Owners shall not be considered to be made for a "proper purpose." Likewise, a Request seeking information, the disclosure of which would constitute an unwarranted invasion of privacy (such as, for example, Owners' or Directors' social security numbers, their vital statistics, their bank account numbers, or other sensitive financial or personal data), shall not be considered made for a proper purpose.
    - 4.2.2. **Description of Materials Sought.** A Request shall state with reasonable particularity the records sought and their connection with the purpose identified as the reason for the Request. For purposes of this section, for example, a Request seeking "all association documents" would not be a Request made with reasonable particularity. However, a Request identifying specific classifications of documents (such as minutes, decisions, contracts, or policies) that is appropriately limited in time and scope (i.e., seeking records for a specific and pertinent time frame) shall be considered to have the required reasonable particularity.

- 4.2.3. **Relevance.** Finally, a Request shall seek only documents that are relevant to the stated purpose of the Request. In determining whether the materials sought are relevant to the purposes identified in the Request, the Association's managing agent, if applicable, or else the Association Secretary shall consider the nexus or link between the materials and the Owner's stated purpose, as well as any further explanation provided by the requesting Owner.
5. **Production of Records for Inspection/Copying.**
- 5.1. **Production of Records.** The Association shall make the requested records available for inspection or copying within (a) five business days of the Date of Request or (b) at the next regularly scheduled Board or Owners meeting if the next regularly scheduled meeting is scheduled within thirty (30) days of the Date of Request. In the event that the Association determines some part of the Request is improper, it shall nevertheless produce such records as are responsive to the Request to the extent such Request is proper. The Association shall generally identify any records it has elected to withhold in order to preserve the attorney-client privilege as contemplated by CClOA, and in addition, it shall advise the requesting Owner if any part of the Request is rejected because the Association believes it seeks records for an improper purpose, or does not identify the records sought with reasonable particularity, or if the records sought are not deemed by the Association as relevant to the stated purpose. The Board shall notify the requesting Owner of the time and place for inspection or production within five (5) days of the Date of Request.
- 5.2. **Where Copies are Requested.** Where an Owner has requested photocopies of all records requested, the Association's managing agent, if applicable, or otherwise the Association's Secretary shall provide the requesting Owner with a good faith estimate of the approximate number of pages subject to the Request and shall identify the expected actual copying cost per page for which the Owner will be responsible. Prior to any copies being made, the Association may at its election require the requesting Owner to prepay the estimated per page copying expense. Once copies are made and the actual per page copying charges are ascertained, the Association shall credit any such prepayment toward the actual costs, and either collect any shortfall or refund any overage. All copying shall be performed within the time periods contemplated by Article 5.1, above.
- 5.3. **Policies Related to Inspection.** Inspection of Association records may be accomplished by providing either "original" records or photocopies of such records. Where "original" records are to be inspected, this process shall be supervised by any designee of the Association's managing agent, if applicable, or otherwise by any designee of the Association's Secretary. No Owner shall remove any "original" record from the place of inspection, nor shall any Owner cause marks, notes, deletions or any other modification of "original" documents to be made during any inspection. All inspections shall be scheduled to commence within five business days of the Date of Request. Inspections shall occur during business hours and at the time and place designated by the Association. Supervised inspections of "original" Association documents shall not exceed two hours in any single session. Where the Association elects to make photocopies of documents available for inspection instead of originals, an Owner may inspect the same for up to five hours per business day. During records inspections, an Owner may designate certain portions of the records for copying, in which case the policies related to copying specified in Section 5.2 shall apply from the time such records are designated.
- 5.4. **Limits on Use of Records.** Association records, including membership lists, shall not be used by any Owner: (a) for any purpose unrelated to the Owner's interest as an Owner; (b) to solicit money or property unless such money or property will be used solely to solicit votes of the Owners in an election or vote to be conducted by the Association on Association business; (c) for any commercial purpose; (d) for purposes of giving, selling, or distributing Association records to any other person; (e) for any other purposes determined in the discretion of the Board of Directors to be improper.
6. **Other Rights of Inspection/Access to Association Records.** This Policy shall not impact, affect, or limit any Owner's rights relative to access to, or inspection and copying of Association records as may exist under Colorado corporate statutes, in litigation proceedings involving the Association and an Owner, or the power of a Court of appropriate jurisdiction to compel production of records on proof by an owner of a proper purpose.
7. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
8. **Amendment.** This Policy may be amended from time to time by the Board.

### CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the Sand Creek Park Landowners' Association ("Association") certifies that the foregoing Policy Regarding Inspection and Copying of Association Records was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on April 7, 2010.

SAND CREEK PARK LANDOWNERS' ASSOCIATION  
By: Wanda Eberhard, Secretary

**REQUEST FOR INSPECTION / COPYING OF ASSOCIATION RECORDS**

Association Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone#: \_\_\_\_\_

**I HEREBY REQUEST THAT SAND CREEK PARK LANDOWNERS' ASSOCIATION ("ASSOCIATION") PROVIDE ACCESS TO THE BOOKS AND RECORDS OF THE ASSOCIATION.**

I. State the Purpose of the Request:

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

III. Type of Review: (choose one)

- I wish to review records at the Association's location.
- I wish to pay the Association's actual cost for copies of the records I have requested.

IV. Certification and Acknowledgement of Association Records Policies: I certify that my request to review the books and records of the Association is for a proper purpose related to my membership in the Association, and that this request is not for a commercial purpose or my personal financial benefit.

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

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

**SAND CREEK PARK LANDOWNERS' ASSOCIATION  
RESERVE POLICY**

Effective: December 1, 2010

1. **Introduction.** The Board of Directors ("Board") of Sand Creek Park Landowners' Association, a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association ("Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purposes.** The purposes of this Policy are to:
  - 2.1. Provide, through a reserve study, a tool for the Association to identify components of the community that the Association is responsible to maintain, repair and replace, to determine the useful life of those components, to establish a maintenance, repair and replacement schedule for those components, and to establish a plan for funding such maintenance, repair and replacement.
  - 2.2. Manage the investment of the Association's reserve funds ("Reserve Funds") in a prudent manner to preserve them for their intended uses, structure the maturities of Reserve Fund investments so that the Association will have liquid assets available for its anticipated needs, and realize appropriate returns on the Association's Reserve Fund investments.
3. **Reserve Study.** The Association shall have a reserve study prepared prior to establishment of an association reserve fund. Once a fund is established the reserve study will be periodically updated (any reserve study, together with any updates, being collectively referred to in this Policy as the "Reserve Study") for those components of the community maintained, repaired and replaced by the Association. The Reserve Study shall be prepared at least once every three years (with the first three-year period commencing January 1, 2010), or more frequently if determined necessary by the Board in its sole discretion. The Reserve Study may be prepared by the Association, its managing agent or by a qualified outside consultant. The Reserve Study shall be based on both a physical analysis and a financial analysis of the components for which the Association has maintenance, repair and replacement responsibility.
4. **Funding Plan for Work Recommended by Reserve Study.** The Board shall adopt a plan for funding any work recommended by the Reserve Study, which plan shall be updated from time to time as deemed necessary by the Board in its sole discretion (the funding plan, together with any updates, being collectively referred to in this Policy as the "Funding Plan"). The Funding Plan shall take into consideration the cost of maintenance, repair and replacement of the community components for which the Association is responsible, the impact of inflation, the projected funding sources for the work (including assessments collected from the owners and revenue generated from invested Reserve Funds), as well as any other factors considered advisable by the Board. The goal of the Funding Plan shall be to maintain Association reserves at an adequate level to provide for the timely maintenance, repair and replacement of the community components for which the Association is responsible so as to minimize the risk to the owners of special assessments, deferred maintenance and unfunded losses. The Funding Plan may include a "percent funded" factor calling for the amount of the Reserve Funds to be 100% of the amount necessary to fully fund the work identified in the Reserve Study, or such other reasonable percentage as may be established by the Board from time to time.
5. **Investment of Reserve Funds.**
  - 5.1. **Segregated Accounts.** All Reserve Funds shall be maintained in an account or accounts separate from the Association's operating account or accounts.
  - 5.2. **Types of Investments.** The Board shall invest the Association's Reserve Funds in one or more of the following types of investments:
    - 5.2.1. FDIC-insured interest-bearing liquid bank accounts (money market deposit accounts) with no more than the maximum FDIC-insured amount in any one financial institution.
    - 5.2.2. FDIC-insured certificates of deposit with no more than the maximum FDIC-insured amount in any one financial institution.
    - 5.2.3. Money market funds that invest only in United States Treasuries and Treasury-backed securities.
    - 5.2.4. Treasury bills, notes or bonds purchased with the intent to hold to maturity.
    - 5.2.5. Any other type of investment that is (a) FDIC-insured or guaranteed by the United States government (but only to the extent of such insurance or guarantee), or (b) an obligation of the United States government.
  - 5.3. **Liquidity.** The Board shall maintain from time to time a sufficient portion of its Reserve Funds in one or more liquid accounts to meet required expenditures for repairs or replacement that the Association will incur before its non-liquid assets mature.
  - 5.4. **Laddering of Non-Liquid Investments.** The Association's non-liquid investments should be structured with laddered maturity dates so that the investments mature during successive time periods. The length of maturities should be based on market conditions and the Association's anticipated maintenance, repair and replacement needs. This laddering strategy is intended to provide the Association with the benefit of longer-term interest rates, which are customarily higher than

short-term rates, while maintaining sufficient liquidity from time to time to meet the Association's maintenance, repair and replacement schedule.

- 5.5. **Investment Advisor.** The Board may retain a professional investment advisor to assist in investing its Reserve Funds pursuant to this Policy.
- 5.6. **Control and Review of Investments.** All Reserve Funds will be held in accounts titled in the name of the Association. Any withdrawal or transfer of Reserve Funds requires the signatures of at least two Association officers or directors. The Board will review the periodic account statements sent to the Association for the Reserve Funds at the next Board meeting following the Association's receipt of the statements. Based on this review, the Board may make any adjustments to the investments as necessary to maintain competitive yields.
- 5.7. **Standards of Conduct.** In making decisions regarding the investment of Association Reserve Funds, the officers and directors shall act in good faith, with the care that ordinarily prudent persons in a like position would exercise under similar circumstances, and in a manner the officers or directors reasonably believe to be in the best interests of the Association, pursuant to the Colorado Revised Nonprofit Corporation Act.
6. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
7. **Amendment.** This Policy may be amended from time to time by the Board.

#### **CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Sand Creek Park Landowners' Association ("Association") certifies that the foregoing Reserve Policy was approved by the vote of at least a majority of the Association's directors at a meeting of the Association's Board of Directors held on April 7, 2010.

SAND CREEK PARK LANDOWNERS' ASSOCIATION  
By: Wanda Eberhard, Secretary

**SAND CREEK PARK LANDOWNERS' ASSOCIATION**  
**AMENDED AND RESTATED**  
**POLICY FOR COLLECTION OF UNPAID ASSESSMENTS, FINES, FEES AND CHARGES**  
Effective: August 15, 2024

1. **Introduction.** The Board of Directors (“Executive Board” or “Board”) of Sand Creek Park Landowners’ Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners’ Association (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“CCIOA”), has enacted the following Policy, effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms used in this Policy shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purpose.** The purpose of this Policy is to emphasize that collection of unpaid assessments, fines and other charges is an important part of governing the Association, and such collection must be done in a uniform manner in accordance with the Association Documents and CCIOA. It is the intent of this Policy to provide a framework for the collection of past due assessments, fines and charges in a timely and efficient manner.
3. **Definitions:** As used in this Policy, the following capitalized terms have the meanings stated below.
  - 3.1. **“Balance Due Statement”** means a statement of assessments, fines, fees, and charges that an Owner owes to the Association.
  - 3.2. **“Designated Contact”** means a person for which an Owner has requested in writing that the Association send all notices and communications that are sent to the Owner and has provided the Association the current name, address and email address of such person.
  - 3.3. **“Notice of Delinquency”** means a written notice that the Association sends to an Owner to notify the Owner of any unpaid assessments, fines, fees, or charges that the Owner owes the Association.
  - 3.4. **“Preferred Language”** means the language for which an Owner has notified the Association in writing that the Owner prefers for all notices and correspondence sent to the Owner by the Association.
  - 3.5. **“Repayment Plan”** means a written offer to enter into a payment plan, which written offer shall comply with the requirements of C.R.S. § 38-33.3-316.3(2) and as provided in Section 4.5 below.
  - 3.6. **“Unit”** means a lot, tract or parcel of the Property as used and referenced in the Declaration.
4. **Collection of Unpaid Assessments, Fines, Fees and Charges.** To assist with the collection of unpaid assessments, fines, fees and charges in a timely and efficient manner, the Association shall do the following:
  - 4.1. **Due Date/Delinquency.** Assessments are payable annually and are due upon the date specified by the Board. All assessments must be paid within sixty (60) days of the date they are due. Any assessment not paid within sixty (60) days after its due date is considered to be past due and delinquent.
  - 4.2. **Late Fees.** A late fee of ten percent (10%) of the amount due shall be imposed for each delinquent amount more than sixty (60) days delinquent (120 days past the date the assessment was due). A late fee of the greater of One Hundred Dollars (\$100.00) or forty percent (40%) of the amount due shall be imposed for each delinquent amount more than one hundred twenty (120) days delinquent (180 days past the date the assessment was due). In addition, interest shall accrue at an annual interest rate of eight percent (8%), commencing from the date the assessment became delinquent until paid. The Board of Directors may waive all or a portion of a late fee or interest owed.
  - 4.3. **Returned Check Charge.** In addition to any other charges under the Association Documents and this Policy, if an Owner makes a payment of assessments, fines, fees or charges to the Association by a check, which is not honored by the bank on which it was written or is returned by such bank for any reason whatsoever, including, but not limited to, insufficient funds, the Owner shall immediately pay the Association, as part of the Owner’s assessment, fine or charge, a returned check charge not to exceed Fifty Dollars (\$50.00).
  - 4.4. **Balance Due Statement.** On a monthly basis, the Association shall send to each Owner who has any outstanding balance and to any Designated Contact of such Owner a Balance Due Statement by first-class mail and, if the Association has the relevant email address, also by email. The Balance Due Statement shall be sent in English and in any Preferred Language.
  - 4.5. **Notice of Delinquency.** For any amount that is more than sixty days delinquent, the Association shall send the Owner and any Designated Contact a Notice of Delinquency written in English and in any Preferred Language, which specifies whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges; and if the Notice of Delinquency concerns unpaid assessments, notify the Owner that unpaid assessments may lead to foreclosure. The Notice of Delinquency shall include:
    - 4.5.1. The total amount due, with an accounting of how the total was determined;
    - 4.5.2. The method by which payments may be applied on the delinquent account of the Owner, including that if the Owner pays both unpaid assessments and unpaid fines, fees, or other charges to the Association, the Association shall apply



the payment first to the assessments owed and any remaining amount of the payment to the fines, fees, or other charges owed;

- 4.5.3. The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt;
- 4.5.4. That action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law;
- 4.5.5. The legal remedies and legal action available to the Association to collect on the Owner's delinquent account pursuant to the governing documents of the Association and Colorado law, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, bylaws, covenants, or other governing documents of the Association, as provided in Section 7 below;
- 4.5.6. A description of the steps the Association must take before the Association may take legal action against the Owner;
- 4.5.7. Whether the opportunity to enter into a Repayment Plan exists, and if so, instructions for and a written offer to enter into a Repayment Plan, which written offer shall comply with the requirements of C.R.S. § 38-33.3-316.3(2) and which shall
  - 4.5.7.1. authorize the Owner to repay the debt in monthly installments over eighteen months;
  - 4.5.7.2. state that the Owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00);
  - 4.5.7.3. state that the Owner may accept the offer within thirty (30) days after the Association has provided the Owner with the offer;
  - 4.5.7.4. state that the Association's obligation to offer a Repayment Plan prior to commencing legal action shall be satisfied if the Owner declines the Repayment Plan; fails to accept the offer within thirty (30) days after the Association has provided the Owner with the offer, or after accepting the Repayment Plan, the Owner fails to pay at least three (3) of the monthly installments within fifteen days after the monthly installments were due; and
  - 4.5.7.5. state if the Owner enters into the Repayment Plan, the Owner may elect to pay the remaining balance owed under the Repayment Plan at any time during the duration of the Repayment Plan.
- 4.6. **Maintain Record of Contacts.** The Association shall maintain a record of any contacts to collect any amount due, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.
5. **Delivery of the Notice of Delinquency.** The Notice of Delinquency shall be sent to the Owner and any Designated Contact by certified mail, return receipt requested. In addition, the Association shall contact the Owner and advise the Owner of the Notice of Delinquency by two of the following means: (a) first-class mail; (b) text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or (c) e-mail to an e-mail address that the Association has on file because the Owner has provided the e-mail address to the Association.
6. **Availability of an Offer to Enter a Repayment/Payment Plan.** The Association or a holder or assignee of the Association's debt is not obligated to provide or negotiate a Repayment Plan if: (a) the Owner does not occupy the Unit and has acquired the property as a result of (i) a default of a security interest encumbering the Unit; or (ii) foreclosure of the Association's lien; or (b) the Owner has previously entered into a Repayment Plan with the Association or the holder or assignee of the Association's debt.
7. **Collection Remedies.** In the event payment is not received from any delinquent Owner within thirty (30) days following the date of the Notice of Delinquency, unless the Owner has entered into a Repayment Plan, if available, the Association may pursue any one (1) or all of the following remedies, except as otherwise provided in this Policy:
  - 7.1. Record a notice of a lien against the delinquent Owner's property;
  - 7.2. Commence a lawsuit seeking a personal judgment against the delinquent Owner for the recovery of delinquent amount plus late fees, interest, attorneys' fees and costs as may be allowed by the Association Documents or CCIOA;
  - 7.3. Commence proceedings to foreclose the Association's lien against the delinquent Owner's property, except that the Association shall not commence a foreclosure proceeding based on an Owner's delinquency in paying assessments if the debt securing the lien consists only of one or both of the following: (a) fines that the Association has assessed against the Owner; or (b) collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines and unless the Owner has first been offered the right to enter into a Repayment Plan, if such right is available;
  - 7.4. Pursue collection of judgments obtained against a delinquent Owner;
  - 7.5. Sell, transfer, convey and assign the Association's claim and lien to a collection agency, subject to the restrictions provide below;
  - 7.6. Sell, transfer, convey and assign the Association's claim and lien to any person or entity, at such price and upon such terms as the Association may deem appropriate, subject to the restrictions stated below;

7.7. Take all other lawful action necessary to collect delinquent assessments in accordance with the Association Documents and Colorado law; and

7.8. Suspend the voting rights of the delinquent Owner during the duration of the delinquency.

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

8. **Restrictions on Referral to an Attorney or Collection Agency.** The Association or any property manager acting for the Association shall not refer a delinquent account to a collection agency or attorney unless (i) the Association has first sent the Owner a Notice of Delinquency in the manner provided above and, thereafter, (ii) a majority of the Executive Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308(3), (4)(e), which may be conducted pursuant to an executive or closed session, subject to the right of an Owner who is the subject of a disciplinary hearing or a referral of delinquency to request and receive the results of any vote taken at the meeting.
9. **Notice of Designated Contact or Preferred Language.** An Owner may identify and provide notice to the Association of an Owner's Designated Contact by providing written notice to the Association of the name, address and email of the Designated Contact at P.O. Box 270791, Ft Collins, CO 80527. An Owner may notify the Association of the Preferred Language, if other than English, by providing written notice to the Association of the Preferred Language at P.O. Box 270791, Ft Collins, CO 80527. Unless the Association is provided notice of a Preferred Language, the Association will send all correspondence and notices in English. If an Owner has designated a Designated Contact, both the Owner and the Designated Contact will receive the same correspondence and notices anytime communications are sent to the Owner; except that the Owner will receive the correspondence and notices in the Preferred Language if the Owner has provided the Association notice of the Preferred Language.
10. **Other Restrictions.**
  - 10.1. The Association shall not impose any late fees on a daily basis; charge a rate of interest on unpaid assessments, fines, or fees in an amount greater than eight percent (8%) per year; or assess a fee or other charge to recover costs incurred for providing an Owner a statement of the total amount that the Owner owes.
  - 10.2. With respect to any notices or other documentation sent through certified mail, the Association may charge the Owner an amount not to exceed the actual cost of the certified mail.
11. **Allocation of Payments.** If an Owner who has both unpaid assessments and unpaid fines, fees, or other charges makes a payment to the Association, the Association shall apply the payment first to the assessments owed and any remaining amount of the payment to the fines, fees, or other charges owed.
12. **Restrictions on Collection by a Holder or Assignee of Association Debt.** The holder or assignee of the Association's debt, whether the holder or assignee of the Association's debt is an entity or a natural person, may not use a collection agency or take legal action to collect unpaid assessments unless the holder or assignee of the Association's debt has adopted, and follows, a written policy governing the collection of unpaid assessments that, at a minimum, imposes the same requirements on the entity that are imposed on the Association under Sections 4 through 11 above.
13. **Board Authorization of Foreclosure.** The Association, or the holder or assignee of the Association's lien (whether the holder or assignee of the Association's lien is an entity or a natural person), may only foreclose on the Association's lien if the total amount secured by the lien would equal or exceed six (6) months of assessments based on a periodic budget adopted by the Association. Also, the Board of the Association must vote to proceed with the foreclosure on a specific delinquent account, and the Board cannot delegate its responsibility to authorize a foreclosure action to any attorney, insurer, manager, or any other person. The decision of the Board to authorize the filing of a legal action against any Owner must be by formal resolution documented by recorded vote, and no legal action shall be taken without evidence of the recorded vote. Further, no legal charges (attorneys' fees, court costs, etc.) shall be assessed against the Owner in connection with any legal action that is dismissed for the reason that it was filed without such documentation.
14. **Restriction on Purchase of a Foreclosed Unit.** If a Unit has been foreclosed, a member of the Executive Board, an employee of any association management company representing the Association, an employee of a law firm representing the Association, or a person who is related by blood, marriage, civil union, or adoption of any such Executive Board member, community association management company employee, or law firm employee shall not purchase the foreclosed Unit.
15. **Association's Attorneys' Fees and Costs.** Any delinquent Owner shall be responsible for attorneys' fees and costs incurred by the Association in the collection of past due assessments, whether or not a lawsuit is commenced, in accordance with the Association Documents and CCIOA.
16. **Foreclosure and Bankruptcy Notices.** If the Association receives any bankruptcy or foreclosure notice regarding an Owner with unpaid assessments, the Association may seek advice from its attorney regarding the appropriate action to be taken.
17. **Variations.** The Executive Board may from time to time vary from the requirements set forth in this Policy if the Board determines, in its sole discretion, that such variance is reasonable under the circumstances.
18. **Amendment.** This Policy may be amended from time to time by the Board.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Association, certifies that the foregoing Amended and Restated Policy for Collection of Unpaid Assessments, Fines, Fees and Charges was approved by the vote of at least a majority of the Association's Executive Board at a meeting of the Association's Executive Board held August 14, 2024.

Dated: August 15, 2024

SAND CREEK PARK LANDOWNERS' ASSOCIATION,  
a Colorado nonprofit Corporation  
By: Marsha Williams, Secretary

**SAND CREEK PARK LANDOWNERS' ASSOCIATION  
AMENDED AND RESTATED  
POLICY FOR ENFORCEMENT OF COVENANTS AND RULES  
(INCLUDING NOTICE AND HEARING PROCEDURES)**

Effective: August 26, 2022

1. **Introduction.** The Board of Directors (“Executive Board” or “Board”) of Sand Creek Park Landowners’ Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners’ Association (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“CCIOA”), has enacted the following Policy, effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms used in this Policy shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Definitions.** The following terms as used in this Policy have the following meanings:
  - 2.1. **“Designated Contact”** means a person for which an Owner has requested in writing that the Association send all notices and communications that are sent to the Owner and provided the Association the current name, address and email address of such person.
  - 2.2. **“Association Documents”** has the meaning stated above.
  - 2.3. **“Impartial Decision Maker”** means a person or group of persons who have the authority to make a decision regarding the enforcement of the Association Documents and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.
  - 2.4. **“Notice of Violation”** means a written notice that the Association sends to an Owner to notify the Owner of an act or condition that constitutes a violation of the Association Documents.
  - 2.5. **“Other Violation”** means any violation of the Association Documents that is not a Public Health Violation, as defined below.
  - 2.6. **“Preferred Language”** means the language for which an Owner has notified the Association in writing that the Owner prefers for all notices and correspondence sent to the Owner by the Association.
  - 2.7. **“Public Health Violation”** means any violation of the Association Documents that the Association reasonably determines threatens the public safety or health.
  - 2.8. **“Unit”** means a lot, tract or parcel of the Property as used and referenced in the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners’ Association.
3. **Policy Purposes.** The purposes of this Policy are to:
  - 3.1. Set forth procedures and rules to promote the consistent enforcement of the Association Documents;
  - 3.2. Provide a framework for mediation of disputes between the Association and Owners, except those related to collection of past due assessments or matters that may require an injunction, restraining order or protection order for the protection of the Common Interest Community; and
  - 3.3. Provide Owners with notice of the schedule of fines for violations of the Association Documents.
4. **Mediation.**
  - 4.1. **Request for Mediation.** In the event of a dispute between the Association and any Owner, except disputes regarding past due assessments or any matter that may require an injunction, restraining order or protection order for the protection of the Common Interest Community, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation (“Request”) must be in writing and mailed to the Association or Owner by United States mail, first-class postage prepaid, to such address for the recipient shown by the public records. The Request shall be considered effective three (3) days following deposit in the United States mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the dispute within thirty (30) days after the effective date of the Request, or such longer time as the parties may agree upon in writing. If the mediation does not occur within thirty (30) days (or longer, if so agreed in writing), or the parties are unable to settle the dispute through mediation, the Association or the Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.
  - 4.2. **Mediation Fees and Costs.** Fees and costs associated with the mediation, including payment of fees to the mediator, shall be paid as follows:
    - 4.2.1. The requesting party shall pay the mediator in advance for the first two (2) hours of mediation.
    - 4.2.2. If the mediation lasts more than two (2) hours, the mediator’s fees for time beyond the first two (2) hours shall be divided equally between the Association and the Owner(s) and paid at the conclusion of the mediation.
    - 4.2.3. The Association and any participating Owner may be represented by an attorney at the mediation. Each party shall pay their respective attorneys’ fees associated with the mediation.

- 4.2.4. If the Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related to the mediation, including attorneys' fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's assessment.
- 4.3. **Continuation of Hearing and Imposition of Fines.** A Request for mediation shall not suspend or stay any hearing or imposition of fines in accordance with the fine policy set forth below. Any fines imposed prior to or after a Request for mediation shall remain in place or continue to accrue pending mediation of the dispute. Unless otherwise agreed at mediation, such fines shall remain legally collectable as assessments in accordance with the Association Documents and Colorado law.
- 4.4. **Continuation of Legal Proceedings.** If a lawsuit for the collection of assessments or enforcement of the Association Documents is commenced prior to receiving a Request for mediation, such Request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.
5. **Fine Policy, Notice and Hearing Procedures.**
- 5.1. **Fine Policy.** The Association may levy fines for violations of the Association Documents subject to the procedure provided in this Policy and provided that the total fines shall not exceed Five Hundred Dollars (\$500.00) for any one violation. If an Owner fails to timely correct a violation, the Board has the right to assess a one-time fine in the amount of One Hundred Dollars (\$100.00) (or such other amount as the Board deems reasonable and necessary to promote correction of the violation). In addition, the Board may assess a continuing fine not more frequently than every other day for any continuing or persistent violation in the amount of Twenty-Five Dollars (\$25.00) every other day (or such other amount or frequency as the Board determines to be reasonable and necessary to promote correction of the violation) to continue until the earlier of the date the violation has been corrected or the total amount of the fines reaches Five Hundred Dollars (\$500.00).
- 5.2. **Public Health Violations.** With respect to a Public Health Violation, the Association shall provide the Owner a written Notice of Violation in English and in any Preferred Language informing the Owner of the violation and stating that the Owner has seventy-two (72) hours to cure the violation, or the Association may fine the Owner. If, after an inspection of the Unit, the Association determines that the Owner has not cured the Public Health Violation within seventy-two (72) hours after receiving the Notice of Violation, the Association may impose fines on the Owner every other day and may take legal action against the Owner for the Public Health Violation; except that the Association shall not pursue foreclosure against the Owner based on fines owed.
- 5.3. **Other Violations.**
- 5.3.1. Notice. If the Association reasonably determines that an Owner committed a violation of the Association Documents, other than a Public Health Violation, the Association shall provide the Owner a written Notice of Violation through certified mail, return receipt requested, in English and in any Preferred Language. The Notice of Violation shall inform the Owner:
- 5.3.1.1. of the violation, the nature of the alleged violation, including the provision of the Association Documents in violation, and the action or actions required to cure the alleged violation;
- 5.3.1.2. that if the Owner contests the violation, the Owner may request mediation and/or a hearing before an Impartial Decision Maker, subject to the time limitations and procedure provided below.
- 5.3.1.3. the procedural requirements for enforcement of Other Violations as provided below.
- 5.3.2. Procedural Requirements for Enforcement of Other Violations.
- 5.3.2.1. An Owner has thirty (30) days to cure the violation or the Association, after conducting an inspection and determining that the Owner has not cured the violation, may fine the Owner at an interval as determined by the Association, which shall not be more frequent than every other day, an amount as determined by the Association until the violation is cured, provided that the total amount of fines imposed for the violation may not exceed five hundred dollars (\$500);
- 5.3.2.2. If the Owner cures the violation within the period to cure afforded, the Owner may notify the Association of the cure and, if the Owner sends with the notice visual evidence that the violation has been cured, the violation will be deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association will inspect the Unit as soon as practicable to determine if the violation has been cured;
- 5.3.2.3. If the Association does not receive notice from the Owner that the violation has been cured, the Association will inspect the Unit within seven (7) days after the expiration of the thirty-day cure period to determine if the violation has been cured;
- 5.3.2.4. The Association will grant an Owner two consecutive thirty-day periods to cure the violation before the Association will take legal action against the Owner for the violation, except that the Association will not pursue foreclosure against any Owner based on fines owed;

- 5.3.2.5. Once the Association has confirmed the violation has been cured, the Association will notify the Owner in English and in any Preferred Language that (a) the Owner will not be further fined with regard to the violation; and (b) of any outstanding fine balance that the Owner owes the Association; and
- 5.3.2.6. If, after the inspection and whether or not the Association receives notice from the Owner that the violation was cured, the Association determines that the violation has not been cured, the Association, prior to taking legal action against the Owner, shall extend the time to cure the violation by a second thirty-day period, which shall commence immediately upon the end of the first thirty-day period. If the violation is not cured by the end of the second thirty-day period, the Association may pursue all legal remedies and legal action available to the Association, including for injunctive relief to seek an order requiring the Owner to cure the violation and to collect all fines owed to the Association.
- 5.4. **Reporting of Violation.** The Association or any Member of the Association may report a violation to the Association. If reported by a Member, the Member should report the violation in writing to the Association at the Association's address. The Board will verify the violation exists before issuing a Notice of Violation.
- 5.5. **Hearing.**
- 5.5.1. **Purpose of Hearing.** Any Owner who disputes a Notice of Violation, or who feels there are mitigating circumstances, has the right to request a hearing before an Impartial Decision Maker, which may be one or more members of the Executive Board or other person who meets the requirements to be an Impartial Decision Maker. The purpose of the hearing is to determine whether the alleged violation actually occurred and whether the Unit Owner is the one who should be held responsible for the violation. If, after any hearing, it is determined that the Owner should not be held responsible for the alleged violation, the Association shall not allocate to the Owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or hearing the claim. The hearing process will not and cannot be used to determine if a particular provision of the Association Documents is desirable.
- 5.5.2. **Procedure to Request a Hearing.** To request a hearing, the Owner must contact the Association in writing within four (4) days after the effective date of the Notice of Violation. The Association's Executive Board shall then set a date for the hearing. If the hearing, for whatever reason, cannot be held prior to the date when the fine is otherwise scheduled to commence, the date the fine begins shall be extended to the day following the hearing. The Board will decide if any potential conflict of interest exists with any Board member, which would prevent such member from being an Impartial Decision Maker, or whether another person should be appointed to serve as the Impartial Decision Maker on a case-by-case basis.
- 5.5.3. **Hearing Procedure.** The general procedure for the hearing is as follows:
- 5.5.3.1. The Impartial Decision Maker shall confirm the Notice of Violation was delivered to the Owner according to this Policy and describe the nature of the violation, as specified in the Notice of Violation.
- 5.5.3.2. The Owner may then provide a rebuttal to the Notice using witnesses or any other information deemed relevant and necessary.
- 5.5.3.3. After all testimony and other evidence have been presented, the Impartial Decision Maker shall decide whether the alleged violation actually occurred and whether the Owner is the one who should be held responsible for the violation.
- 5.5.3.4. If the Impartial Decision Maker is not all of the members of the Board, the Impartial Decision Maker shall report the decision to the Board in writing. The Board shall then determine the fine that should be imposed within the discretion of the Board, to ensure correction of the violation and compliance in the future.
- 5.6. **Fines.** Fines shall be imposed by the Board as the Board determines within its discretion as reasonable and necessary to promote correction of the violation, provided that any fine shall not accrue more frequently than every other day and the total amount of the fine shall not exceed \$500.00 for any violation.
- 5.7. **Injunction.** If the violation has not been corrected within two consecutive thirty-day periods from the Effective Date of the Notice of Violation, the Association may commence the necessary legal proceedings under the Association Documents or under Colorado law to compel correction of the violation, as well as to recover any unpaid fines, court costs, attorneys' fees and other Association expenses arising from the violation, except that the Association will not pursue foreclosure against any Owner based on fines owed.
- 5.8. **Collection of Fines.** Assessed fines may be billed to the Owner's account and may be collected according to the Association's Amended and Restated Policy for Collection of Unpaid Assessments, Fines, Fees and Charges. The fines are the personal obligation of the violating Owner and, in addition, constitute a lien against such Owner's property. Furthermore, the violating Owner is responsible for all costs and reasonable attorneys' fees incurred by the Association as a result of the violation.
- 5.9. **Fines Not Exclusive Remedy.** Fines levied under this Policy are not the Association's exclusive remedy for addressing a violation. Nothing in this Policy precludes the Association from pursuing any other remedy provided under the Association Documents or under Colorado law for correcting the violation, except that the Association will not pursue foreclosure against any Owner based on fines owed.

6. **Form of Notice of Violation and Delivery.** A Notice of Violation shall be in writing and be written in English and any Preferred Language. A Notice of Violation shall be sent to the Owner and any Designated Contact by certified mail, return receipt requested, and a copy of the Notice of Violation shall be physically posted at the Owner's Unit. In addition, the Association shall contact the Owner and advise the Owner of the Notice of Violation by one of the following means: (a) first-class mail; (b) text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or (c) e-mail to an e-mail address that the Association has on file because the Owner has provided the e-mail address to the Association.
7. **Notice of Designated Contact or Preferred Language.** An Owner may identify and provide notice to the Association of an Owner's Designated Contact by providing written notice to the Association of the name, address and email of the Designated Contact at P.O. Box 270791, Ft Collins, CO 80527. An Owner may notify the Association of the Preferred Language, if any other than English, by providing written notice to the Association of the Preferred Language at P.O. Box 270791, Ft Collins, CO 80527. Unless the Association is provided notice of a Preferred Language, the Association will send all correspondence and notices in English. If an Owner has designated a Designated Contact, both the Owner and the Designated Contact will receive the same correspondence and notices anytime communications are sent to the Owner; except that the Owner will receive the correspondence and notices in the Preferred Language if the Owner has provided the Association notice of the Preferred Language.
8. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances and would not violate any provision of CCIOA or the Association Documents.
9. **Amendment.** This Policy may be amended from time to time by the Board.

#### **CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Association, certifies that the foregoing Amended and Restated Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) was approved by the vote of at least a majority of the Association's Executive Board at a meeting of the Association's Executive Board held on August 26, 2022.

Dated August 26, 2022

SAND CREEK PARK LANDOWNERS' ASSOCIATION,  
a Colorado nonprofit corporation  
By: Marsha Williams, Secretary

**SAND CREEK PARK LANDOWNERS' ASSOCIATION**  
**PROCEDURES FOR THE ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES**

Effective: April 7,2010

1. **Introduction.** The Board of Directors ("Board") of Sand Creek Park Landowners' Association, a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association ("Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Procedures effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. These Procedures supersede any previously adopted Policy on the same subject matter.
2. **Purpose of Procedures.** The purpose of these Procedures is to clarify that the Association's power to adopt and amend policies, procedures, rules and regulations (collectively, the "Policies") rests with the Board, while also providing that Owners will receive notice and the opportunity to comment on such Policies before they are adopted or amended.
3. **Power to Adopt or Amend.** The Board shall have the sole power to adopt and amend the Policies of the Association.
4. **Notice to Owners.** Except as otherwise required by the Association Documents, prior to the adoption or amendment of Policies, the Board shall provide notice of the proposed adoption or amendment to all Owners. Notice shall be provided by mailing the proposed Policies to each Owner at least 10 days prior to the meeting at which the Board intends to adopt or amend the Policies. Owners may provide written comments or attend the meeting and provide comments prior to the Board's vote. The Board may consider Owner comments but is not bound to act on those comments. The Board shall have the discretion and final authority to adopt or amend all Policies in accordance with the Association Documents and Colorado law. A copy of all Policies adopted or amended by the Board shall be mailed to all Owners.
5. **Variations.** The Board may from time to time vary from the requirements set forth in these Procedures if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
6. **Amendment.** These Procedures may be amended from time to time by the Board.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Sand Creek Park Landowners' Association ("Association") certifies that the foregoing Procedures for the Adoption and Amendment of Policies, Procedures and Rules was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on April 7, 2010.

SAND CREEK PARK LANDOWNERS' ASSOCIATION

By: Wanda Eberhard, Secretary



**SAND CREEK PARK LANDOWNERS' ASSOCIATION**  
**POLICY AND PROCEDURES FOR ADDRESSING DISPUTES WITH OWNERS**

Effective: April 7, 2010

1. **Introduction.** The Board of Directors ("Board") of Sand Creek Park Landowners' Association, a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association ("Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purposes.** The purposes of this Policy are to:
  - 2.1. Set forth procedures to promote amicable resolution of disputes; and
  - 2.2. Provide an optional framework for addressing disputes between the Association and Owners, but to protect the Association and other Owners from delay or an adverse effect on their rights by allowing proceedings to collect past due assessments, to remedy violations of Association Documents or any matter that may require an injunction, restraining order or protection order to proceed on a parallel track independent of the optional dispute resolution framework described in this Policy.
3. **Types of Disputes.**
  - 3.1. Matters involving past due assessments are not ordinarily considered disputes subject to this Policy. Rather, these are considered collection matters to be handled in accordance with the Policy for Collection of Unpaid Assessments. If any Owner claims that payment of assessments should be excused or offset by any alleged act or omission of the Association, such Owner's claim will be considered a dispute subject to the procedures in this Policy.
  - 3.2. Enforcement actions regarding violations of the Association Documents, including proceedings seeking compliance by way of injunctive relief and/or proceedings to impose fines, shall be handled in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). If any Owner claims that any enforcement action should be abated because of any act or omission by the Association, such claim of abatement shall be considered a dispute subject to the procedures of this Policy.
  - 3.3. All other disputes arising between the Association and any Owner shall be addressed as set forth in this Policy.
  - 3.4. The types of disputes described above which are subject to this Policy are collectively referred to as "Disputes."
4. **Notice of Dispute.** In the event of a Dispute between the Association and any Owner, either the Association or an Owner may provide written notice ("Notice") of the Dispute by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Notice shall be considered effective three -days following deposit in the mail. The Notice must contain specific information regarding the facts, circumstances and concerns giving rise to the Dispute.
5. **Resolution or Mediation of Dispute.**
  - 5.1. **Request for Mediation.** Within thirty (30) days of receipt of the Notice, the Association and Owner shall make good faith efforts to discuss and resolve the Dispute amicably. If the parties are unable to reach an amicable resolution of the Dispute, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation ("Request") must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the Dispute within 30 days after the effective date of the Request, or such longer time as the parties may agree upon in writing. The parties shall make reasonable efforts to use free or low-cost mediation services to minimize expenses (i.e.: The Neighborhood Resources Office with the City of Fort Collins), if available. If the mediation does not occur within 30 days (or longer if so agreed in writing), or the parties are unable to settle the Dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.
  - 5.2. **Mediation Fees and Costs.** Fees and costs associated with the mediation, if applicable, including payment of fees to the mediator, shall be paid as follows:
    - 5.2.1. The requesting party shall pay the mediator in advance for the first two hours of mediation.
    - 5.2.2. If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and Owner(s) and paid at the conclusion of the mediation.
    - 5.2.3. The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.
    - 5.2.4. If an Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.
  - 5.3. **Continuation of Hearing and Imposition of Fines.** A Notice or Request by an Owner based on a matter where the Owner is asserting a defense or excuse shall not suspend or stay any fine hearing or imposition of fines in accordance with the Policy

for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). Any fines imposed prior to or after a Notice or Request is provided shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the Dispute. Unless otherwise agreed by both parties, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.

- 5.4. **Continuation of Legal Proceedings.** A lawsuit for the collection of Assessments or enforcement of the Association Documents may be commenced prior to or after receiving a Notice or Request, and such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.
6. **Variances.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
7. **Amendment.** This Policy may be amended from time to time by the Board.

#### **CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Sand Creek Park Landowners' Association ("Association") certifies that the foregoing Policy and Procedures for Addressing Disputes with Owners was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on April 7, 2010.

SAND CREEK PARK LANDOWNERS' ASSOCIATION  
By: Wanda Eberhard, Secretary

**SAND CREEK PARK LANDOWNERS' ASSOCIATION**  
**POLICY FOR THE DISTRIBUTION, COLLECTION, CERTIFICATION, APPLICATION, BALLOTING AND PRESERVATION OF THE**  
**PROXY / ABSENTEE BALLOT**

Effective: December 1, 2010

1. **Introduction.** The Board of Directors ("Board") of Sand Creek Park Landowners' Association, a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association ("Declaration") (such documents being collectively being referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purposes.** The purposes of this Policy are to set forth procedures and rules to promote the consistent and predictable handling of requests by Owners for the use of Proxy votes.
3. **Protection of Original Documents.** It is the policy of the Association that original Proxies shall not be subject to unsupervised inspection and review. After they have been counted, they will be held by the Secretary for one year.
4. **Use of Proxy Vote.** Members may vote at any meeting, either in person or by written proxy in their absence, unless otherwise provided in the bylaws. The written proxy shall be filed by its holder in original form with the Secretary of the Association seven (7) days prior to the annual or special meeting. Proxies may be used for the following purposes:
  - 4.1. Only for stated business of the annual or special meeting and not for new business.
  - 4.2. Only when the landowner will not be attending the annual or special meeting.
  - 4.3. Establish a Quorum: Except as otherwise provided in these By-Laws, as provided in the Declaration or as provided by law, at any meeting of the members, the presence in person or by proxy of members holding one-tenth (1/10) of the votes entitled to be cast on the matter to be voted upon shall constitute a quorum.
  - 4.4. Election of Directors by a vote of a majority of the votes entitled to be cast by members present in person or by proxy at an annual meeting or special meeting.
  - 4.5. Removal of Directors: At any regular or special meeting duly called, any one or more of the Directors may be removed, with or without cause, by a vote of the majority of the votes entitled to be cast by members present in person or by proxy at such meeting;
  - 4.6. Amendment of By-Laws or other policies of the association: by vote of a majority of the votes entitled to be cast by members present in person or by proxy at an Annual Meeting or Special Meeting called for such purpose.
5. **When a Proxy is Required.** If ownership of a Lot is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a written statement appointing and authorizing one person or alternate persons to attend all Annual Meetings and Special Meetings of members and thereat to cast whatever vote the members themselves might cast if they were personally present, and to sign all petitions, waivers, and other documents as herein provided, and otherwise to act as their representative.
6. **Appointment of Proxy.** Without limiting the manner in which a member may appoint a proxy to vote or otherwise act for the member, the following shall constitute valid means of such appointment:
  - 6.1. A member may appoint a proxy by signing an appointment form, provided by the Secretary either personally or by the member's attorney-in-fact.
  - 6.2. A member may appoint a proxy by transmitting or authorizing the transmission of a telegram, teletype, or other electronic transmission or providing a written statement of the appointment of the proxy, to a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy or to the nonprofit corporation; except that the transmitted appointment shall set forth or be transmitted to the Secretary of the Association seven (7) days before being voted, together with written evidence from which the Secretary can determine that the member transmitted or authorized the transmission of the appointment.
  - 6.3. An appointment of a proxy is effective when a signed and notarized original is received by the Secretary, including receipt by the Secretary of an appointment transmitted pursuant to paragraph (6.2) of subsection (6) of this section. An appointment is valid for the annual meeting of the date of the appointment, for published agenda items, not to include new business unless a different period is expressly provided in the appointment form.
  - 6.4. Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may not be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used without the consent of the Secretary. Any complete copy must have the landowner's name, parcel number, and number of acres authorized by the owner.
  - 6.5. An appointment of a proxy is revocable by the member.
7. **Proxy Appointment revocation.** An appointment of a proxy is revoked by the person appointing the proxy:
  - 7.1. Attending any meeting and voting in person; or

- 7.2. Signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.
8. **Variations**. The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
9. **Amendment**. This Policy may be amended from time to time by the Board.

#### **CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Sand Creek Park Landowners' Association ("Association") certifies that the foregoing Policy Regarding Inspection and Copying of Association Records was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on April 7, 2010.

SAND CREEK PARK LANDOWNERS' ASSOCIATION  
By: Wanda Eberhard, Secretary

**SAND CREEK PARK LANDOWNERS' ASSOCIATION  
POLICY FOR DISPLAY OF SIGNS**

Effective: June 28, 2023

1. **Introduction.** The Board of Directors (“Executive Board” or “Board”) of Sand Creek Park Landowners’ Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners’ Association (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“CCIOA”), has enacted the following Policy, effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms used in this Policy shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.
2. **Policy Purpose.** The purpose of this Policy is to regulate the display of signs in the community due to recent requests from landowners, legislative actions, and changes to CCIOA while remaining content neutral as required by law. This policy does not include or supersede any regulation and/or signage owned by a county, city and county, other municipality, or Sand Creek Landowners’ Association as it applies to signage.
3. **Definitions.** As used in this Policy, the following capitalized terms have the meanings stated below.
  - 3.1. “**Sign**” means a display, such as a lettered board, for public view.
  - 3.2. “**Commercial**” pertaining to the exchange or buying and selling of commodities and/or intending to make a profit.
  - 3.3. “**Lot**” means a lot, tract, or parcel of the Property as used and referenced in the Declaration.
4. **Size, Location, and Number.** The following applies to signs placed on lots by owners within the boundaries of the Association:
  - 4.1. Signs may not exceed three (3) feet by five (5) feet.
  - 4.2. No more than ten (10) signs may be displayed on a lot. However, if multiple lots have been combined the owner may post ten (10) signs for each original parcel. For example, if three (3) lots were combined to create a single lot then thirty (30) signs may be posted across the combined property.
  - 4.3. All signs must be maintained in good condition, remain legible, and free from fading.
  - 4.4. Signs may only be displayed by owners within the boundaries of an owners’ lot, outside of any road easements.
  - 4.5. Signs shall not be illuminated, animated, and shall not flash, blink, or fluctuate.
  - 4.6. No signs bearing commercial messages may be displayed except for sale or rent signs.
  - 4.7. All Signs shall be professionally manufactured and lettered; no handwritten signs are allowed.
5. **Variances.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines, in its sole discretion, that such variance is reasonable under the circumstances.
6. **Amendment.** This Policy may be amended from time to time by the Board.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of Sand Creek Park Landowners' Association, a Colorado nonprofit corporation, certifies that the foregoing Policy was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors and in witness thereof, the undersigned has subscribed his/her name.

Dated: June 28, 2023

SAND CREEK PARK LANDOWNERS' ASSOCIATION,  
a Colorado nonprofit Corporation  
By: Marsha Williams, Secretary

**SAND CREEK PARK LANDOWNERS' ASSOCIATION  
CCIOA COMPLIANCE CHECKLIST**

Effective: April 7, 2010

1. **Introduction.** This Checklist is intended to provide a simple reference tool for complying with the various disclosure requirements and recurring deadlines the Association must meet under the Colorado Common Interest Ownership Act ("CCIOA").
2. **Initial Disclosure to Owners Following the Period of Developer Control (CCIOA Reference: §38-33.3-209.4(1)).**
  - 2.1. **What information must be disclosed.** The following information must be made available to the owners:
    - 2.1.1. The Association's name;
    - 2.1.2. The name of any designated agent or management company for the Association;
    - 2.1.3. The physical address and telephone number for the Association and any designated agent or management company;
    - 2.1.4. The name of the common interest community;
    - 2.1.5. The initial date of the recording of the declaration; and
    - 2.1.6. The declaration's reception number or book and page where the declaration is located.
  - 2.2. **How disclosures are given.** The information must be disclosed to the owners by:
    - 2.2.1. Posting the information on an internet web page with notice of the web address sent either by first-class mail or e-mail to all owners;
    - 2.2.2. Maintaining a literature table or binder at the Association's principal place of business;
    - 2.2.3. Mailing the information to all owners; or
    - 2.2.4. Personally delivering the information to all owners. (C.R.S. § 38-33.3- 209.4(3))
  - 2.3. **How often.** The information must be made available to the owners starting not more than 90 days after the period of developer control ends.
  - 2.4. **Comments.** If the Association's address, designated agent or management company changes, the Association must make the updated information available to the owners within 90 days after that change.
3. **Annual Disclosure to Owners [Required Only After Developer Control Ends] (CCIOA Reference: §38-33.3-209.4(2))**
  - 3.1. What information must be disclosed. The following information must be made available to the owners:
    - 3.1.1. The date on which the Association's fiscal year commences;
    - 3.1.2. The Association's operating budget for the current fiscal year;
    - 3.1.3. A list, by unit type, of the Association's current assessments, including both regular and special assessments;
    - 3.1.4. The Association's annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
    - 3.1.5. The results of the Association's most recent available financial audit or review;
    - 3.1.6. A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies, which list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed;
    - 3.1.7. All of the Association's bylaws, articles, and rules and regulations;
    - 3.1.8. The minutes of the executive board and member meetings for the fiscal year immediately preceding the current annual disclosure;
    - 3.1.9. The Association's responsible governance policies adopted under CRS §38-33.3-209.5 regarding: collection of unpaid assessments; handling of conflicts of interest involving board members; conduct of meetings; enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines; inspection and copying of Association records by owners; investment of reserve funds; and procedures for the adoption and amendment of policies, procedures and rules; procedures for addressing disputes arising between the Association and owners.
  - 3.2. **How disclosures are given.** The information must be disclosed to the owners by:
    - 3.2.1. Posting the information on an internet web page with notice of the web address sent either by first-class mail or e-mail to all owners;
    - 3.2.2. Maintaining a literature table or binder at the Association's principal place of business;
    - 3.2.3. Mailing the information to all owners; or
    - 3.2.4. Personally delivering the information to all owners. (CRS §38- 33.3-209.4(3))
  - 3.3. **How often.**
    - 3.3.1. The first disclosure must be made within 90 days after the developer control period ends.
    - 3.3.2. Once the developer control period has ended, the information must be disclosed every year within 90 days after the end of the Association's fiscal year.
  - 3.4. **Comments.** The Association cannot charge the owners to provide the information, with the exception that owners may be charged for copies of documents if disclosure is made through the Association maintaining a binder or literature table.
4. **Formal Audit or Accounting Review (CCIOA Reference: §38-33.3-303(4)(b)(I)-(IV))**
  - 4.1. **What's required.**

- 4.1.1. A formal audit of the Association's books and records may be done in the discretion of the Board, and must be done if (a) the Association has either annual revenues or annual expenditures in excess of \$250,000, and (b) at least one-third of the owners request an audit.
  - 4.1.2. An accounting review of the Association's books and records may be done at the discretion of the Board, and must be done when requested by at least one third of the owners.
  - 4.1.3. The results of the audit or review must be made available to the owners within 30 days after completion.
  - 4.2. **How often.** Whenever determined appropriate by the Board, or when requested by the owners.
  - 4.3. **Comments.** Any audit must be done using generally accepted auditing standards by an independent and qualified certified public accountant. Any review must be done using statements on standards for accounting and review services by an independent and qualified person selected by the Board. That person need not be a certified public accountant but must have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The Association's financial statements being audited or reviewed must be prepared using generally accepted accounting principles or the cash or tax basis of accounting.
5. **Owner Education (CCIOA Reference: §38-33.3-209.7)**
- 5.1. **What's required.** Association must provide, or cause to be provided, education to the owners regarding the general operations of the Association and the rights and responsibilities of owners, the Association, and its Executive Board under Colorado law.
  - 5.2. **How often.** At least once a year.
  - 5.3. **Comments.** The Board of Directors determines the criteria for compliance with this requirement.