2025

OKRHOA Policies and Procedures

PROPOSED

OLD KATHLEEN RANCH HOMEOWNERS' ASSOCIATION, INC.

VER: 20250914 (DRAFT5)(LR2)(GM2)

The Colorado Common Interest Ownership Act (CCIOA)

The Colorado Common Interest Ownership Act ("CCIOA") is a set of laws that govern the formation, management, powers, and operation of Common Interest Communities (HOAs) in Colorado. While most of the important provisions in the CCIOA apply to all common interest communities, regardless of when those communities were created, some provisions apply only to communities created after July 1, 1992. Additionally, common interest communities created before July 1, 1992, are still subject to the older law.

The committee evaluated these statutes as related to the governing documents that the OKRHOA had in place. During our document updating project, it was determined that the HOA would benefit from having policy and procedure documents. They clearly provide guidance to both board members and property owners when dealing with certain issues that arise in our community.

The CCIOA (38-33.3-209.5) *requires* an association to adopt nine (9) policies, procedures, and rules and regulations concerning multiple areas of governance:

1. Collection of unpaid assessments;
2. Handling of conflicts of interest involving board members; (38-33.3-124.)
3. Conduct of meetings;
4. Enforcement of covenants and rules;
5. Inspection and copying of association records by unit owners;
6. Investment of reserve funds;
7. Procedures for the adoption and amendment of policies, procedures, and rules;
8. Procedures for addressing disputes between the association and owners; and
9. If the association has a reserve study prepared; whether there is a funding plan for any work recommended; the projected sources of funding; and whether the study is based on a physical analysis and financial analysis. *(Currently, the OKRHOA does not have a reserve study)*

The OKRHOA has also included two additional policies: Rental Policy, and Hunting and Firearms Policy.

OKRHOA proposed policies and procedures:

- Policy #100: Association Meetings
- Policy #110: Adoption and Amendment of Policies and Procedures
- Policy #120: Covenant and Policies Enforcement
- Policy #130: Collection of Unpaid Assessments
- Policy #140: Dispute Resolution Between Association and Owners
- Policy #150: Conflicts of Interest
- Policy #160: Investment of Reserve Funds
- Policy #170: Records Inspection
- Policy #180: Rental Policy
- Policy #190: Hunting and Firearms Policy

OKRHOA – Policy #100 - ASSOCIATION MEETINGS

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (CRS.) 38-333-3-209.5, 308, and 310.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Polices & Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE:

RESOLUTION: Adoption of a policy and procedure to be followed regarding conduct of Board and Membership Association meetings:

BOARD MEETINGS:

1) Board Meeting Organization

   a) One regular Board meeting to be held at least annually within 90 days of the annual meeting per the Bylaws. Other meetings are called at the discretion of the Board.

   b) Per the Bylaws, three (3) days' notice is required for both regular and special meetings of the board.

   c) A quorum is a majority of Directors then in office. A Director with a conflict of interest may be counted to establish a quorum. A quorum must exist at the time action is taken by the Board. Thus, unlike a Members' meeting, Directors can "break" a quorum by leaving the Board meeting.

   d) Board action requires the approval of a majority of Directors either present or by email or phone vote per the Bylaws.

   e) Participation by telephone counts for a quorum and voting purposes provided all Directors could hear each other simultaneously.

   f) The President of the Association or designee shall chair all Board meetings and shall follow a written agenda.

   g) All Board meetings shall be open to attendance by Members of the Association, or their representatives, provided that the Board may go into executive session for any purpose allowed by law. Members may be excluded from executive session. Prior to going into executive session, the chair of the meeting shall announce the purpose of the executive session.

2) Board Meeting Agenda

a) Suggested agenda procedure

i) Call to Order

ii) Approval of last meeting's minutes

iii) President's Report

iv) Treasurer's Report

v) Management Report

vi) Committee Reports

vii) Old Business

viii) New Business

ix) Adjournment

b) Rules of Order

i) The strict requirements of Roberts Rules of Order are not necessary, but basic parliamentary procedure is to be followed;

ii) Motion required for any decision. Any Director may make a motion. All motions shall be recorded in the minutes;

iii) Discussion limited to motion topic only. Motions must be seconded to be discussed and voted upon. The minutes shall record the number of votes in favor, votes against, and abstentions. If any Director requests his/her vote in favor or against or his/her abstention be recorded in the minutes, the minutes shall so reflect;

iv) Everyone given opportunity to speak;

v) One person speaks at a time;

vi) Chair decides who speaks;

vii) Set reasonable restrictions/limits on speaking;

viii) No meeting of the Board may be recorded by audio, video, or other means except by the Secretary to aid in the preparation of minutes. Such recording shall not be part of the Association's records and may be destroyed once the minutes are prepared.

ix) Agenda items shall be discussed pursuant to the meeting agenda, provided that items may be taken out of order if deemed advisable by a majority of other Board Members present. Items not on the agenda may be discussed once all items have been concluded, time permitting.

c) Member Participation at Board Meetings

i) Allow Members to speak as to any issues prior to Board vote. Any Member who wishes to speak must be recognized by the Chair. Once recognized, the Member shall state his/her name and address;

ii) Allow Members to vent complaints. All comments must be delivered in businesslike and professional manner. Personal attacks or inflammatory comments will not be permitted;

iii) Put Members' comments to be discussed on agenda under New Business;

iv) Consider placing time limit on each speaker (e.g. two minutes);

v) President should conduct but not feel compelled to respond; Board Members are not required to respond except to ask questions;

vi) Any Member who is represented by another Member shall be permitted to have the representative speak on his/her behalf, as long as the speaker has written permission. The Board may deviate from the procedures set forth in this document if in its sole discretion such deviation is reasonable under the circumstances.

MEMBER MEETINGS

3) Member Meeting Organization

a) Notice of a Membership meeting shall be mailed to each Member at least 15 days prior to the meeting. If a Member requests notice by e-mail only and provides an e-mail address, notice will be provided by e-mail. Notice shall also be posted on the gate at the entrance, and on the website.

b) Members may execute a proxy appointing and authorizing one Member, or duly authorized attorney-in-fact, to attend all annual and special meetings of Members and therefore to cast whatever vote the Member might cast if he or she were personally present. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

c) Each Member will sign in prior to the meeting for himself/herself and for any proxies he/she holds. Voting rights of delinquent Members are suspended and such Members shall not be given a ballot. If an election or vote is to be held, the Member will be given the appropriate number of ballots. Mail ballots are required for the following: any ballot for election of a contested position on the Board of Directors; and any ballot for other matters if so requested by at least 20% of the Members present in person or by proxy at the meeting. If secret balloting is not required, the Association may indicate the number of proxies held on the ballot itself.

d) The President of the Board of Directors, or other person directed by the Board, will call the meeting to order and conduct the meeting. The meeting shall proceed in the order set forth in the Bylaws Article IV.

e) No meeting may be recorded by audio, video, or other means except by the Secretary to aid in the preparation of minutes. Such recording shall not be part of the Association's records and may be destroyed once the minutes are prepared.

f) Each Member who wishes to speak will be given a reasonable amount of time to speak; the Chair may impose reasonable time limits to facilitate Member participation.

g) Members must maintain decorum and refrain from addressing the Membership or Board until recognized by the Chair. Upon being recognized, the Member must state his/her name and address or lot number.

h) Members may not interrupt anyone who validly has the floor, or otherwise disrupt the meeting. Members may not engage in personal attacks on either Board Members or other Association Members. All comments and questions are to be delivered in a businesslike manner.

i) Members must obey all orders made by the meeting Chair, including an order to step down.

j) Any Member who refuses to follow the above rules will be asked to leave the meeting.

k) Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Member's authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or a recommendation for proceeding. Such determination may be made following consultation with legal counsel.

l) Ballots shall be counted by a neutral third party or by a committee of volunteers who shall be Members selected or appointed at an open meeting by the President of the Board or other person presiding during that portion of the meeting. The committee of volunteers shall not be Board Members and, in case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without identifying information of Members participating in such vote.

m) Meetings should be but are not required to be held in accordance with Robert's Rules of Order.

4) MINUTES

a) Minutes are the only record of actions taken by the Association or Board and a protective measure if there is legal action. The minutes:

i) Provide a record of actions taken by the Board of Directors;

ii) Establish and protects authority of the Board's actions;

iii) Cannot create the authority for Board's actions;

iv) Can be used to rebut a presumption of authority;

v) Are required to be kept by Colorado statute.

b) Failure to keep minutes will not render decision or act of Board invalid.

c) Draft brief and concise minutes contemporaneously, obtain Board approval within reasonable timeframe.

d) Consider using a recording secretary who is not a Board Member.

e) Contents of minutes:

i) Association name and words "Minutes of the Meeting of";

ii) Date, time, place of meeting;

iii) Names of persons present in official capacity. If Membership meeting, record name and number of votes present;

iv) Record names of persons dissenting;

v) Resolutions. Record exactly as made, seconded and passed, briefly state rationale, but not summary of debate, attach adopted reports to minutes, best if motions required to be in writing and put on agenda before discussion, major issues formal resolutions, minor issues-simple motions;

vi) Committee Reports are always put in writing and attached to minutes. If no report, state so in writing.

f) Approval of Minutes.

i) Minutes should be approved at the next regular meeting;

ii) Only after minutes have been approved should Secretary sign them.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation.

By: _____
President
Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OKRHOA – Policy #110 - ADOPTION AND AMENDMENT OF POLICIES AND PROCEDURES

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (CRS.) 38-33.3-209.5.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE: (date)

RESOLUTION: Adoption of a policy and procedure to be followed regarding the adoption and amendment of policies and procedures:

The Board reserves the right to establish, make and enforce compliance with such Policies and Procedures as may be necessary for the operation, use and occupancy of the Property with the right to amend the same from time to time. Copies of such Policies and Procedures shall be furnished to each Owner prior to the date when the same shall become effective.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

By: _____

President, Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OKRHOA – Policy #120 - COVENANT AND POLICIES ENFORCEMENT

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (CRS.) 38-33.3-209.5.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE: (date)

RESOLUTION: Adoption of a policy and procedure to be followed regarding the enforcement of Covenants, Bylaws, Rules and Policies and Procedures:

1. **Enforcement Procedure:** The Board shall not impose fines or commence legal action unless and until the Association has sent or delivered written notice to the Owner and provided an opportunity for a hearing as provided below.
    a. **Complaint:** Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. Complaints may also be initiated by any member of the Board of Directors. The Board shall have no obligation to consider oral complaints or anonymous complaints that cannot be independently verified. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.
    b. **Notification:** The Association, through the Board, will notify the Owner of the covenant and rules violation by mail on at least three separate occasions. These occasions will be no sooner than ten days apart.
    c. **Notification Content:** In the notices to the Owner, the Association must advise the Owner of (1) the action that he or she must take to correct the violation; (2) the opportunity to meet with the Board on a set date or to request a meeting within a set period of time; and (3) a fine that the Association would apply if the Owner does not correct the violation within a specific number of days.
    d. **Request for Hearing:** If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within thirty (30) days of the date of the Notice. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within

the thirty (30) day period, the Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as defined in the fine schedule as set forth in Section 2, within thirty (30) days of the expiration of the thirty (30) day period. The Board of Directors shall give written notice of said fine to the applicable Owner.

e. **Board of Directors to Conduct Hearing:** The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board shall determine whether a violation exists and impose fines.
f. **Hearing:** The Board shall inform the Owner of the scheduled time, place and date of the requested hearing by certified U.S. mail. The Board may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.
g. **Decision:** After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a fine in accordance with the fine schedule in Section 2, if applicable, within 14 days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board members present.
h. **Failure to respond:** If the Owner fails to reply to any of the notices, the association will apply a fine in accordance with the fine schedule in Section 2 to the Owner's account and, finally, turn the matter over to an attorney.

2. **Fines:**
   a. The following fines shall be levied for violation of the provisions of the Declaration, Bylaws, Policies and Procedures and Resolutions of the Association;
      i. **First Violation:** Warning letter
      ii. **Second / subsequent / continuing violations:** $25.00 per day for each day the violation continues following notice.
   b. The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion.
   c. The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such Waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or Policies & Procedures.
   d. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado

law, including the Association's right to collect attorney fees as authorized by Colorado law.

3. **Legal Action:** The Association may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first levying a fine, if the Board determines that such action is in the Association's best interests. The Owner will be given notice and an opportunity for a hearing before legal action is commenced.
4. **Failure to Enforce:** Failure of the Association to enforce the Declaration, Bylaws, Policies and Procedures and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

By: _____

President, Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OKRHOA – Policy #130 - COLLECTION OF UNPAID ASSESSMENTS

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association"), adopted the following Policies and Procedures pursuant to Colorado Revised Statute 38-33.3-209.5 and 317.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies and Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE:

RESOLUTION: Adoption of a policy and procedure to be followed regarding collection of unpaid assessments:

1. A Member who fails to pay any assessment or other amount owed to the Association, within thirty (30) days after written notice of such failure to pay is delivered to such Member, shall be automatically suspended from membership. During any period of suspension, a Member shall not be entitled to exercise the rights and privileges of membership, including without limitation, the right to vote.

2. Any Assessments which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from thirty (30) days following the date of delinquency at the rate of 8% per annum. The Association shall also assess a late charge of $50.00. per month from the date of delinquency.

3. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Parcel, and/or may suspend the delinquent Owner's right to vote. Such rights shall be reinstated upon payment of all past due assessments and all interest and costs charged in conjunction with such delinquency. In the event a judgment is obtained, such judgment shall include late charges and interest on the assessment and reasonable attorneys' fees, together with the expenses and costs of the action.

4. The Board may enforce such lien by filing with the Clerk and Recorder of Park County a statement of lien with respect to the Tract, setting forth the name of the Owner, the legal description of the Tract and the Owner's interest therein, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer of the Association and notice thereof shall be sent by US mail, return receipt requested, to the Owner of the Tract at the address of the Tract or at such other address as the Association may have in its records for the Owner of the property. Such a claim of lien shall also secure all assessments, charges, fees, and sums which come due thereafter until the lien, together with all costs, attorney fees, charges and interest have been fully paid or otherwise satisfied.

5. The property owner shall have a 30-day right to cure; dating from the date the notice is mailed. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the

statutes and laws of the State of Colorado. Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgagee on a Parcel pursuant to these covenants and except as subordinated by law to the lien on real property taxes, the lien of the Association shall be deemed to have priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a Parcel.

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation.

By: _____
President
Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OKRHOA – Policy #140 - DISPUTE RESOLUTION BETWEEN ASSOCIATION AND OWNERS

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (CRS.) 38-33.3-209.5.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE: (date)

RESOLUTION: Adoption of a policy and procedure to be followed regarding dispute resolution between the Association and Owners:

1) General:
It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and Owner. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as binding arbitration or mediation.

2) General Policy:
It the event of any dispute between the Association and an Owner, except for those Exempted Claims defined, the Association and the Owner shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiating proceedings before any administrative tribunal.

3) Exempt Claims:
The following claims are exempt from the provisions of this policy:

a) Any action by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceedings, and
b) Any action by the Association to enforce any provisions of the Association's Declaration, Bylaws, or Policies and Procedures; and
c) Any claim of the Association which if not pursued by the filing of a lawsuit would be deemed barred because of the application of statute of limitations.

4) Procedure for All Other Claims:
All Claims other than Exempt Claims shall be resolved using the following procedures in lieu of litigation:

a) The Association or any Owner having a claim ("Claimant") against an Owner or the Association, respectively ('Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim ("Notice"), stating
   i) the nature of the Claim, including the date, time, location, persons involved, and Respondent's role in the Claim
   ii) the basis of the Claim (i.e. the provisions of the Declaration, the Bylaws, the Policies and Procedures, or other authority out of which the Claim arises);
   iii) what Claimant wants Respondent to do or not do to resolve the Claim; and
   iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
b) Negotiation: The parties shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiation.
c) Mediation:
   i) If the parties do not resolve the Claim through negotiation within 20 days of the date of the Notice (or within such other period as may be agreed upon by the parties) (Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation by an independent mediation service agreed upon by the parties.
   ii) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim.
   iii) If the parties do not settle the Claim within 45 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ('Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse, and the date that mediation was terminated.
   iv) Within 10 days of the Termination of Mediation, the parties shall again attempt to resolve the matter informally through negotiation.
d) Arbitration:
   i) If the parties do not resolve the Claim through negotiation, as provided for above, within 20 days of the Termination of Mediation the Claimant shall then have 15 additional days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim. However, nothing herein shall release or discharge Respondent from any liability to anyone not a party to the proceedings.
   ii) This Policy is an agreement of the Association and Owners to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

5) Cost:

Claims that are resolved through negotiation or mediation as provided above, each party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the parties otherwise agree. If the Claims are not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing party shall receive as a part of the award from the opposing party all of its costs, including attorney fees, costs for other representatives in resolving such Claim, and any expenses incurred as a result of the dispute resolution procedures of this Policy.

6) Failure to Comply with Settlement:

If the parties resolve any Claim through negotiation, mediation, or arbitration as set forth above, and the other party fails to abide by the terms of such agreement or award, then the other party may file suit or initiate administrative proceedings to enforce such agreement or award without need to comply with the provisions of this Policy. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement or Award, including without limitation, attorney fees, and costs.

7) Definitions:

Unless otherwise defined in this document, initially capitalized or terms defined in the Declaration and Bylaws shall have the same meaning herein.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

By: _____

President, Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OKRHOA – Policy #150 - CONFLICTS OF INTEREST

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (C.R.S.) 38-33.3-209.5 and 310.5

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies and Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE:

RESOLUTION: Adoption of a policy and procedure to be followed regarding conflicts of interest among Board Members:

1) **General Duties**: The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the Members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Policies and Procedures.

2) **Definitions**:

   a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, 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, or between the Association and an Owner.

   b) "Director" means a Member of the Association's Board.

   c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant 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 or officer or has a financial interest.

3) **Loans**: No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

4) **Disclosure of Conflict**: Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the

first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the interested Director shall not participate in the discussion or vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

5) **Enforceability of Conflicting Interest Transaction:** No conflicting interest transaction shall be voidable by an Owner or the Association if:

   a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction; and

   b) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or;

   c) The conflicting interest transaction is fair to the Association.

6) **Code of Ethics:** In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

   a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status

   b) No contributions will be made to any political parties or political candidates by the Association.

   c) No Director shall solicit or accept, directly or indirectly any gifts, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

   d) No Director shall accept a gift or favor made with intent of influencing decision or action on any official matter.

   e) No Director shall receive any compensation from the Association for acting as a volunteer.

   f) No Director shall willingly misrepresent facts to the Members of the Association for the any reason, including advancing a personal cause, or influencing the Association to place pressure on the Board to advance a personal cause.

   g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

   h) No Director shall harass, threaten, or attempt through any means to control or intimidate any Member, Director, or agent of the Association.

   i) No promise of anything not approved by the Board as a whole can be made by any Director to any Member, subcontractor, supplier, or contractor during negotiations.

j) Any Director convicted of a felony shall voluntarily resign from his/her position.

k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the Association which would benefit him/her in any way.

l) Language and decorum at meetings will be kept professional. Personal attacks against Owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the Association.

7) **Supplement to Law:** The provisions of this document shall be in addition to and in supplement of the terms and provisions of the Declaration and Bylaws and the law of the State of Colorado governing the Association.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation.

By: _____

President
Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OKRHOA – Policy #160 - INVESTMENT OF RESERVE FUNDS

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (CRS.) 38-33.3-209.5.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE: (date)

RESOLUTION: Adoption of a policy and procedure to be followed regarding investment of reserve funds:

1. Reserve Fund Investment

The Officers and Members of the Board of Directors shall make investment decisions in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interest of the Association in accordance with the Colorado Revised Non-Profit Corporation Act.

2. Reserve Fund Classification

Funds collected from Dues and/or Special Assessments after Annual Operational Funds have been expended will be allocated to Reserves for the purpose of maintenance of common property, and future investment and / or acquisition of common property for the use and enjoyment of the Association, as defined in the Bylaws.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

By: _____

President, Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OKRHOA – Policy #170 - RECORDS INSPECTION

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (CRS.) 38-33.3-209.5.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE: (date)

RESOLUTION: Adoption of a policy and procedure to be followed regarding records inspection:

1) **Record Retention:** The Association shall permanently retain the following records as required by Colorado law:
   a) Minutes of all Board and Owner meetings;
   b) All actions taken by the Board or Property Owners by written ballot in lieu of a meeting;
   c) All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the Association; and
   d) All waivers of the notice requirements for Property Owner meetings, Board Member meetings, or committee meetings.
2) **Inspection/Copying Association Records:** An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:
   a) The inspection and/or copying of the records of the Association shall be at the Owner's expense, which may be collected by the Association in advance;
   b) The inspection and/or copying of the records of the Association shall be conducted by appointment during the regular business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, or during the next regularly scheduled Owner or Board meeting occurring within 30 days of the Owner's request;
   c) The Owner shall complete and deliver to the Association's Secretary the AGREEMENT REGARDING INSPECTION AND COPING OF RECORDS. The Association shall make the requested records available within five business days of the Owner's request or at the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting occurs within thirty days of the Owner's request, in the sole discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five business days of the Owner's request; and

d) The Owner shall complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.

3) **Proper Purpose/Limitation:** Association records, including Membership lists, shall not be used by any Owner for:
   a) Any purpose unrelated to an Owner's interest as an Owner;
   b) Any commercial purpose;
   c) For the purpose of giving, selling, or distributing such Association records to any person; or
   d) Any improper purpose as determined in the sole discretion of the Board.
4) **Exclusions:** The following records shall NOT be available for inspection and/or copying as they are deemed confidential:
   a) Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;
   b) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
   c) Any documents, or information contained in such documents, disclosure -of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.
5) **Fees/Costs:** Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, including the actual fee for copies incurred by the Association at the market rate at local copy centers, and a $50.00 per hour cost to search, retrieve, and copy the record(s) requested. The Association requires a deposit equal to the anticipated actual cost of the requested records. The anticipated actual cost includes, but is not limited to, mileage costs. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies. Failure to pay such deposit shall be valid grounds for denying Owner copies of such records. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners. The Association shall research any Association documents unless they are available on a website.
6) **Inspection:** The Association reserves the right to have a third-party present to observe during any inspection of records by an Owner or the Owner's representative.
7) **Original:** No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy, or mark in any manner, any original book, or record of the Association.
8) **Creation of Records:** Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.
9) **Definitions:** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration and Bylaws shall have the same meaning herein.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

By: _____

President, Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OLD KATHLEEN RANCH HOMEOWNERS' ASSOCIATION, INC.
AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS

I have requested to inspect and/or obtain copies of the following records of the Old Kathleen Ranch Homeowners' Association, Inc. (be as specific as possible):

_____
_____
_____

These records shall be used for the following purposes only:

_____
_____
_____

I understand that under the terms of the Colorado Revised Nonprofit Corporation Act, Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Association records may not be:

A. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
B. Used for any commercial purpose;
C. Sold to, otherwise distributed to, or purchased by any person;
D. Used for any other purpose prohibited by law; or
E. Used for any purpose not related to the reason specified in this Agreement.

In the event any document requested is used for an improper purpose, or purpose other than that stated above, I will be responsible for any and all damages, penalties, and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law.

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

Understood and agreed to by:

_____ _____
Owner Owner

_____
Address / Phone

_____ _____
Accepted by Association Date

OKRHOA – Policy #180 - RENTAL POLICY

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (CRS.) 38-33.3-209.5.

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE: (date)

RESOLUTION: Adoption of a policy and procedure to be followed regarding short / long term rentals of an individual parcel:

1. **General**:
    a. As declared in the existing Declaration of Protective Covenants and in the Bylaws, no business of any kind may be operated on any lot unless such business is qualified as a "no impact" business as determined by Park County regulations and the business operator obtains written permission from the Association Board. Rental or lease of any property within the Old Kathleen Ranch Homeowner's Association is considered a business.
    b. Property owners are responsible for making sure their renters, are aware of the rules contained in Association policies.
    c. An Association member/owner of a residential lot may rent or lease their single-family residence on such lot subject to the following restrictions and limitations.

2. **Rental Terms:**

Although there can be "Short Term" Rentals (any rental of a Residential Lot for any period less than thirty (30) days and "Long Term" Rentals (any rental of a Residential Lot for any period longer than thirty (30) days), both shall be considered "Rentals" for purposes of this Policy.

3. **Compliance:**
    a. All rentals of residential lots and the occupancy thereunder are subject to compliance with all county, state and federal laws. All such rentals shall also comply with the corresponding Association Declaration of Covenants, Conditions and Restrictions, Bylaws, and Policies.

b. ~~A completed Rental Approval Form located at the end of this Policy~~ The following forms shall be submitted to the Association Board for review and approval prior to the rental or leasing of a single-family residence:
    i. Short Term Rentals:
        1. Annual submission (to coincide with Park County licensure requirements):
            a. ~~For Short Term Rentals:~~ A copy of the "Application for an STR Permit" required by Park County. This includes all documents listed on the Park County Short-Term Rental Checklist, and the final approved license.
            b. ~~For Short-Term Rentals:~~ A copy of the "renter information signage" required by the County to be posted within the dwelling that includes the following language as a safety reminder: "Per County ordinance; any outdoor campfires, outdoor charcoal grills, outdoor fireplaces, use of firearms or ember producing devices is prohibited"
            c. A completed copy of the OKR Rental Approval Form
        2. Each time the Lodging Unit is booked; a completed copy of the Tenant Acknowledgement Form.
    ii. Long Term Rentals:
        1. ~~For Long-Term Rentals:~~ A copy of the burn permit issued by the Southern Park County Fire Protection District
        2. A completed copy of the OKR ~~Rental Approval Form~~ Tenant Acknowledgement Form
    ~~iii. Each time the Lodging Unit is booked:~~
        ~~1. A completed copy of the OKR Tenant Acknowledgement Form~~
c. Incomplete applications will be rejected. Should the application be rejected, the property Owner may file an appeal as outlined in OKRHOA Policy #140 – Dispute Resolution Between Association and Owners.
d. A Property Management Company may be used by the Owner, but the property owner remains responsible for compliance with this Policy and all Association regulations.
e. A single-family residence shall be rented or leased only for residential living activities, and shall not be rented or leased for any commercial or business purpose.
f. No noxious or offensive activity which may be or may become an annoyance or a nuisance to the neighborhood may take place. This includes but is not limited to respect of Common Area, no pets at large, no fireworks, no discharge of firearms for recreational purposes, and no excessive noise. For Long-Term Rentals, campfires are permitted in an approved fire pit / ring, and shall follow all local and state laws and ordinances.
g. The Board shall have the right to revoke short-term rental privileges of any Owner of any Residential Lot in the event that:
    i. The Association receives three separate complaints of violation of the Policy that arise from three separate incidents of claimed violation, and
    ii. The Board reasonably determines, following investigation, that the tenant's actions in each of the three incidents are in material violation of this Policy, and
    iii. The Owner has not taken sufficient measures, in the Board's opinion, to prevent the recurrence of such violations. In the event the Owner disputes any

such revocation, such dispute shall be resolved as set forth in the Enforcement of Covenants and Rules Policy.

iv. The Board specifically reserves the right to revoke rental privileges of any Owner of any Residential Lot in the event that the activity occurring on the lot is determined by the Board in its sole discretion to constitute a significant threat to the welfare of the Community. (i.e.: crack house, firearms discharge across another property, unsafe burning)

4. **Prohibition of Open Fires without a Permit**
   a. For Long-Term Rentals: In recognition of the significant risk posed by open fires and burning and the fact that Tenants may not be familiar with the conditions prevalent in the area, any rental is contingent on the Owner securing any necessary Burn Permit.
   b. Additionally, any Tenant who signs a Tenant Acknowledgement Form must receive and acknowledge receipt of a copy of:
      i. OKR CCRs, Bylaws and Policies
      ii. Park County Ordinance 2021-04 prohibiting open fires or burning without a Permit ~~and a copy of Section 8.03 of the Declaration of Covenants.~~ Copies of the Ordinances and OKR documents ~~Section 8.03~~ are available ~~from the Secretary as well as from~~ on the HOA website (okrhoa.com).

5. **Amendments:**
   a. This Rental Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

By: _____

President, Old Kathleen Ranch Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

Old Kathleen Ranch Homeowners' Association – (insert address here)

SHORT TERM RENTAL APPROVAL FORM

This form must be filled out and approved prior to any Old Kathleen Ranch property being used as a rental property.

In accordance with the rules and regulations of the Declaration of Protective Covenants and the Bylaws of the Association, the undersigned hereby requests approval to use the following property as a rental property on an occasional basis:

RENTAL ADDRESS: _____

OWNER'S NAME: _____

I hereby agree, as owner of the above-mentioned property, to abide by all of the covenants and rules and regulations, and the Rental Policy, of the Old Kathleen Ranch Homeowners' Association regarding the rental of my property.

Signed: _____ Date: _____

Printed name: _____

OKRHOA Board:

Received:

☐ Park County STR Checklist documents and approved license

☐ Park County STR – Renter Information Signage

☐ OKR ~~Rental~~ STR Approval Form

☐ ~~Copy of SPCFPD Annual Burn Permit (for LTR)~~

_____Approved _____Disapproved

By the OKRHOA Board of Directors

Date: _____

_____

_____

_____

Please return this form to the above address at least 20 days prior to renting your property.

OLD KATHLEEN RANCH HOMEOWNERS' ASSOCIATION

TENANT ACKNOWLEDGEMENT FORM FOR LOT _____

This form must be filled out and submitted to the Board prior to the property being occupied as a rental property.

In accordance with the rules and regulations of the Association these regulations are binding upon any Tenant. The undersigned hereby acknowledges receipt of: ~~a copy of Park County Ordinance 2021-04 prohibiting open fires or burning without a Permit and has reviewed Section 8.03 of the Declaration of Covenants, set forth below:~~

1. Short Term Rentals:
    a. Park County Ordinance 10-03: An Ordinance Regulating Short-Term Rentals in Park County.
2. Long Term Rentals:
    a. OKR CCRs, Bylaws and Policies
    b. A copy of Park County Ordinance 2021-04 (Regulating Open Fires and Open Burning)
    c. Copies of the Ordinances and the HOA documents are available on the HOA website (okrhoa.com).

~~**Section 8.03 Burn Permits**~~

~~***(For rental property: This section applies to Long Term Rentals only)***~~

~~(a) Property owners must obtain an annual burn permit for any open fires, open burning, and charcoal barbeques. Owners must follow all applicable burning regulations and must personally supervise all burning on their parcels.~~

~~(b) Reference: Park County Ordinance 2021-04 (Regulating open fires, requiring a permit for open fires and open burning, and authorizing the Park County Sheriff to declare burn bans)~~

~~(c) Annual Burn Permits can be obtained at the Southern Park County Fire Protection District (Station 1 Headquarters – 1745 County Road 102, Guffey, CO 80820: (719) 689-9479).~~

~~(d) Owners should also call Park County Administrative Offices – (719) 836-9483 for information on any burn ban that may be currently in place.~~

Tenant's signature: _____

Printed name: _____

Dates of Occupancy: _____

OKRHOA Board Use Only:

Received (date / initials): _____

OKRHOA – Policy #190 - HUNTING AND FIREARMS POLICY

The Board of Directors of the Old Kathleen Ranch Homeowners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures:

AUTHORITY: In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies & Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Polices & Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

EFFECTIVE DATE:

RESOLUTION: Adoption of a policy and procedure to be followed regarding hunting:

1) Hunting is permitted on the Ranch as long as all of the provisions of this Policy and Procedure are followed.
2) Non-Members (Guests) may hunt on a member's property with written permission (see attached permission form). All Guests must each have in their possession at all times an individual permission slip. If asked by a Member, the Guest must immediately present their permission slip. Owners giving permission for non-members (guests) to hunt, must forward a copy of the completed permission slip to the Board of Directors.
3) Guest(s) will use the most direct route to and from their designated hunting area (Member's property). Guests will maintain good order and ensure all trash and other items brought to the hunting area are removed when they leave. Cigarettes must be field stripped and removed with the Guest. Fires are permitted only in accordance with Section 8.03 of the Declaration of Covenants regarding Park County Ordinances as well as any Burn Bans and weather conditions.
4) If a Guest(s) does not follow any of the requirements of this Policy and Procedures, as observed by any Member, that Member may require that the Guest(s) leave the Ranch immediately. The Member should notify the Member that owns the property.
5) Members and Guest(s) must follow all state and local hunting regulations and must possess the necessary license to hunt. (CRS Title 33, Article 6)
6) Members and Guest(s) must remain on their property unless permission has been given by another Member to use another property. (CRS § 33-6-116)
    a) The pursuit of wounded animals by a Member or Guest hunter on another Owner's property without permission is trespassing and not allowed. (CRS § 33-6-119)
    b) If a wounded animal crosses to another Owner's property for which the guest hunter does not have permission to access, the hunter must:
        i) Attempt to contact owner
        ii) Attempt to contact Fish and Wildlife

7) The hunter will remove the animal and clean up any material left from cleaning the animal.

8) Members must notify adjacent Members of their intent to hunt if the adjacent properties are occupied.

9) Members may post "No Hunting" signs on ranch boundaries as an exception to the signage policy. No signs on Ranch roads and internal boundaries are permitted.

10) Common areas may not be used for hunting.

11) Hunting from ranch roads or motorized vehicles is not permitted. (Adapted in conjunction with CRS § 33-6-126 and CRS § 33-6-124)

12) Any discharge of firearms or arrows must be contained within one's property into a backstop and not cross property lines. If anyone is found in violation, notify the Park County Sheriff's Department. (CRS § 33-6-122)

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Old Kathleen Ranch Homeowners' Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors.

In witness thereof, the undersigned has subscribed his/her name.

OLD KATHLEEN RANCH HOMEOWNERS' ASSOCIATION, INC. A Colorado nonprofit corporation.

By: _____
President, OKR Homeowners' Association

On the XXXXX day of XXXXXXX, XXXX

OLD KATHLEEN RANCH HOA – HUNTER PERMISSION FORM
(Hunter's Copy)

I hereby give permission to: _____ to hunt on my property located at:

OKR LOT #: _____ Physical address: _____

During the following dates / seasons: _____

Signed (Landowner): _____

In accepting permission to hunt on this property, I (Hunter's signature): _____

I hereby agree to the following:

- To conduct myself as an ethical hunter in the true sense of the word, and I accept the responsibilities which are a part of hunting.
- I will not commit any act of vandalism on the landowner's property
- I will report to the landowner all such acts observed
- I will not hold the landowner responsible for any accidents while hunting on the property
- I will obey all Colorado Parks and Wildlife Commission laws and regulation and will report violations to the landowner or proper authorities.
- I will adhere to the Old Kathleen Ranch HOA Hunting and Firearms Policy

Colorado Parks & Wildlife

YOU CAN HELP STOP POACHING!
1-877-COLO-OGT
1-877-265-6648

---------- (CUT HERE) ----------

OLD KATHLEEN RANCH HOA – HUNTER PERMISSION FORM
(Landowner's Copy, Forward to Association Board of Directors)

I hereby give permission to: _____ to hunt on my property located at:

OKR LOT #: _____ Physical address: _____

During the following dates / seasons: _____

Hunter's Name: _____ Address: _____

Vehicle make / color: _____ License / tag number: _____

In accepting permission to hunt on this property, I (Hunter's signature): _____

I hereby agree to the following:

- To conduct myself as an ethical hunter in the true sense of the word, and I accept the responsibilities which are a part of hunting.
- I will not commit any act of vandalism on the landowner's property