

BONNER PEAK LANDOWNER'S ASSOCIATION
ADMINISTRATIVE OPERATING PROCEDURES
Adopted March 25, 2024

It will be the policy of the Bonner Peak Landowners Association to govern its affairs as follows:

A. Accounting and Financial Records.

1. Records. The Association will maintain accurate and complete accounting records.
2. Audits and Reviews. At the discretion of the Board or under the circumstances described in this section, the books and records of the Association will be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the Board. Such person need not be a Certified Public Accountant, except in the case of an audit. A person selected to conduct a review will 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 audit or review report will cover the Association's financial statements, which will be prepared using generally accepted accounting principles or the cash or tax basis of accounting.
3. An audit will be required only when both of the following conditions are met:
 - a. The Association has annual revenues or expenditures of at least Two Hundred Fifty Thousand Dollars; and,
 - b. An audit is requested by the Owners¹¹ of at least one-third of the Lots represented by the Association.
 - c. A review will be required only when requested by the Owners of at least one third of the Lots of the Association.
 - d. Copies of an audit or review will be made available upon request to any Owner beginning no later than thirty days after its completion.
4. Employee Pay Policy
 - a. The employees of Bonner Peak, hired primarily for the purposes of road maintenance and

¹¹ "Owner" and "Member", as defined in Article IV in the Bylaws, are used interchangeably herein.

snow removal, are to be paid according to the following policy:

1. \$35/hour for snow removal and normal road grading and light equipment maintenance duties
2. \$40/hour for heavy road equipment maintenance activities
3. When an employee works more than 8 hours in a 24-hour period (defined by the calendar day in which they book those hours), they are entitled to overtime pay, at the rate of time and a half per hour. (For example, typically we would pay \$45/hour for overtime spent on snow removal).

b. The rates and policies above are set by the BPLA Board, and may be changed only by a vote of the BPLA Board.

5. Mileage Reimbursement Policy

The Association will reimburse employees, board members, or standing committee members, for personal vehicle mileage for travel expressly for Association business that requires travel further than 50 miles in a single trip. A personal vehicle mileage reimbursement form is posted on the Association website and must be filled out and submitted to the Association Treasurer. Mileage will be reimbursed at the federal Internal Revenue Service Rate.

B. Board Meetings.

1. Board and Committee Meetings Open to all Members. All regular and special meetings of the Association's Board, or any committee thereof, will be open to every Owner of the Association, or to any person designated by an Owner in writing as the Owner's representative, except as permitted by law. Agenda for meetings of the Board will be made reasonably available for examination by all Members or their representatives.
2. Board Executive Sessions. The Board may elect to hold an executive session which will be a closed meeting to the membership to address any matter for which the Board received legal advice or that concerns pending or contemplated litigation, or deals with a specific Owner where the privacy of the Owner needs to be protected from open discussion. The Board may elect to disclose such information as it deems appropriate about such matter in an open meeting. Every executive session held by the Board will be documented in separate minutes and held by the Secretary.
3. Electronic Notice of Board Meetings. The Association will provide notice of all Board regular and special meetings of Members by electronic mail to all Members who so request and

who furnish the Association with their electronic mail addresses. Electronic notice of an emergency special meeting will be given as soon as possible but at least twenty-four hours before the meeting. An emergency is defined as a situation of eminent time sensitive threat to the Ranch that needs the attention of the Board.

4. Member Participation in Board Meetings. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Members or their designated representatives will be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board will provide for a reasonable number of persons to speak on each side of the issue.

5. Conduct of Board Meetings. Board meetings will be conducted in a manner consistent with the following policies:
 - a. Agenda items will be provided to the person responsible for preparing the agenda at least two days prior to each Board meeting so that an agenda is available at the start of each meeting;
 - b. The agenda will be followed at the meeting or adjusted as agreed to by the Board members;
 - c. If another topic arises from the discussion, the Board will capture it as an agenda item for the next or a future meeting or handle the new topic under "New Business";
 - d. Motions will be made, captured by the Secretary, and understood before a vote is taken;
 - e. Actions to be taken will be recorded in the minutes and added to the agenda until completed or agreement reached to not take further action;
 - f. Minutes will be distributed to property owners within one week of the Board meeting.

C. Budgets.

Within ninety days after adoption of any proposed budget for the Association, the Board will mail, by e-mail, if possible, or alternatively by ordinary first-class mail or otherwise, deliver a summary of the budget to all the Owners and will set a date for a meeting of the Owners to consider the budget. Such meeting will occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Board will give notice to the Owners of the

meeting as allowed for in the Bylaws.

D. Management & Investment Policy Related to Reserve Funds.

1. Purpose. The purpose of this policy is to institute proper guidelines for the ongoing management of the Association's investment of its “reserve funds”, which term is defined as funds which are not budgeted for current expenditure.
2. General Policies for Management of the Reserve Accounts
 - a. The Board may choose to move any excess operational budget monies at year-end into any or all of the reserve accounts based on how best to address the defined funding targets.
 - b. The Board is responsible for setting funding targets and replenishment strategies for each reserve account.
 - c. The Board will work with landowners to established target funding for Equipment and Storm reserves based on the risk tolerance of the community, anticipated useful life of equipment, anticipated replacement cost, and historical experience.
 - d. During the annual budgeting process, the Board will review each reserve account and determine how much if any needs to be added to build or replenish these accounts based on the established funding targets.
 - e. During the annual budget process, any monies determined to be required to build or replenish the reserves will be presented as part of the budget approval process and identified as “Reserve Funding Requirements”, and invoiced along with the annual assessment.
 - f. No reserves will be spent outside their intended use, or to cover operation budget short-falls without landowner approval.
 - g. The Board may add or remove reserve accounts as the need arises.
2. Reserve Account Definitions. The following reserve accounts have been established and will be maintained separately as follows:

i. EQUIPMENT RESERVE

Description:

This account should be used for the cost of planned and unplanned major repair or replacement of capital equipment such as the Road Grader or Snow Plow truck. Generally for

significant expenses outside of normal annual maintenance activities, or planned replacement of the asset. Typically expenses to return the asset to operational condition after an equipment failure.

Examples of Use: Replacement/repair of a motor, transmission, hydraulic pump, Hydraulic actuators, major bearings, tires (in the case of the road grader), or replacement of the entire asset.

Not for use: Normal maintenance of equipment; oil/filter changes, lubrication, cleaning, tune-ups, blade sharpening and repair, tires for snow plow, snow chains, etc. Normal maintenance is covered in the annual Operations budget.

II. STORM EVENT RESERVE

Description: This account should be used to cover the unplanned cost of repairing/clearing up the effects of significant storm events that could not be planned in the annual operation budget. Typically associated with a single storm event.

Examples of Use: A significant rain storm that damages portions of the road or Snow event that make the roads impassable without clearing the roads. These would include repairing damage from washed out portions of our roads and culverts, and expenses to recover from significant snow storms that require exceptional effort to clear roads and hire contract help in a relatively short period of time, generally from a single storm event.

Not for use: To clear roads of snow or repair minor damage from storms that are within the “Normal” range of snow or rain fall in a single storm.

III. GENERAL RESERVE

Description: This account should be used to cover the cost of unexpected legal fees and as-needed maintenance on insured assets (not equipment) less than deductible coverage limits.

Examples of Use: Repairing or repainting the Package Building, fixing a broken cattle guard, or unexpected legal fees outside the yearly operating budget.

Not for use: Routine maintenance of equipment or roadways.

4. Investment Objectives. The principal represents the reserve funds for maintenance, repair, and replacement of those items for which the Association is responsible and that must be periodically maintained, repaired, or replaced. Reserve funds are to be invested in a manner within such constraints. The investment objectives are, in order of priority, as follows:
 - a. Preservation and safety of principal;
 - b. Liquidity to meet expected and unexpected expenditures; and
 - c. Maximization of yield.
5. Investment Responsibilities. The Board has sole authority to approve and amend, alter or otherwise make changes to the investment policy. Any modifications to this policy will be in writing and approved by the Board.
6. Control of Investments. The Board will have direct control with regard to opening appropriate bank accounts and establishing safekeeping accounts or other arrangements for the custody of securities and execute such documents as may be necessary. The Board may employ the service of a qualified investment advisor to direct a portion or all of the investment activities of the Association consistent with guidelines set forth in this investment policy.
7. Ongoing Investment Activities. The Board will monitor ongoing investment activities to ensure proper liquidity is being provided and that the investment strategy is consistent with the Association's objectives. The Board will review investment performance no less than quarterly.
8. Investment Guidelines.
 - a. Eligible Investments - The portfolio will be limited to the following investments:
 - i. Certificates of deposit (CDs);
 - ii. Money market deposit accounts;
 - iii. Money market funds;
 - iv. Interest-bearing checking accounts.
 - b. Credit Quality Restrictions - The portfolio will be limited to the investments of the following credit quality: Federally insured accounts.

c. Maturity Limits - The portfolio will be limited by the following maturity limits:

- i. No individual investment may exceed six (6) months in maturity;
- ii. The Association will structure its investment portfolio to meet anticipated cash requirements.

d. Depository - The selection of the depository of the portfolio will be governed by the following standard: will be held in accounts with approved banks or financial institutions federally insured either through FDIC or the U.S. Government, with no more than \$250,000 held in any one bank.

9. Procedures. The following procedures will be followed with regard to reserve funds of the Association:

- a. Transfers of budgeted additions to reserve funds will be made on an as-needed basis;
- b. A quarterly report of earnings will be prepared by management, by financial advisor, or by the treasurer and will be presented to the Board at a regular or special meeting;
- c. The withdrawal funds from any of the reserve accounts, or transfer of funds between accounts must be authorized by a motion of the Board and approval of the majority of its members at a duly called board meeting.

E. Adoption of Policy, Procedure, or Regulation.

1. Forum for Adoption of Policies. Adoption or amendment of any policy, procedure, or regulation will be performed only at a meeting of the Board open to all Members or their representatives.
2. Criteria for Adoption of Policies. The adoption or amendment of any policy, procedure, or regulation must be consistent with the Association's governing documents and applicable federal, state, and local statutes or regulations.
3. Method of Adoption. Adoption or amendment of any policy, procedure, or regulation requires an affirmative vote of a majority of Board members in attendance at the Board meeting.

4. Effective Date. Any policy, procedure, or regulation will be effective fifteen days after delivery of notice of the adoption or amendment of any policy, procedure, or regulation, in writing to each Member.

F. Association Records.

1. The Secretary is responsible for ensuring that the Records Retention Policy is followed.
2. The records of the Ranch are stored at the Ranch and are available for inspection by any Owner upon request to the Secretary with certain conditions and exceptions.
3. CRS 38-33.3-317 specifies the records to be maintained, the time frames that they should be kept, and conditions for inspection or copying of the records.

Records to be maintained include the following:

Records	Time Retained
Master Directory of all lot owners	Current version
The minutes of Board sub-committees of the Board and membership meetings	Indefinitely
Financial statements	3 years
Tax returns	7 years
The fundamental records of the Association, such as the Articles of Incorporation	Indefinitely
The historic and current covenants and bylaws of the ranch, and any other policies and procedures adopted by the Association	Indefinitely
Records of ACC activities, particularly approvals and denials	Indefinitely
Ballots, proxies, and other records related to voting by lot owners	1 year from voting

Files related to special projects by the BPLA, for example: communications with McMurray, road extensions, or water storage for fire suppression	Indefinitely
Records related to real estate, such as deeds and easement agreements	Indefinitely

4. Form of Records. The Association will maintain its records in electronic or written form or in another form capable of conversion into written form within a reasonable time.
5. Availability Of Records To Members. Except as otherwise provided in C.R.S. §§ 38-33.3-317(3), (3.5), and (4), all financial and other records will be made reasonably available for examination and copying by any Owner and such Owner’s authorized agents.
6. Limitation on Membership List. A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner’s interest as an Owner without consent of the. Specifically, a membership list may not be (a) used to solicit money or property, (b) used for any commercial purpose, or (c) sold to or purchased by any person or entity.
7. Terms of Availability. As used in the section, “reasonably available” means available during normal business hours, upon notice of five business days.
8. Fees for Copies of Records. The Association may charge a fee, not to exceed the Association’s actual cost per page, for copies of Association records.

G. Public Disclosures.

1. Disclosure of Corporate Organizational Information. Upon the request of any Member, the Association will make available to the requesting Member the following information upon reasonable notice in accordance with subsection (3) of this section:
 - a. The name of the Association’s designated agent or management company, if any; and, a valid physical address and telephone number for both the Association and the designated agent or management company, if any.

- b. The date on which the Association’s fiscal year commences;
 - c. A list of the names and business or home addresses of its current directors and officers;
 - d. The results of any financial audit or review for the fiscal year immediately preceding the current annual disclosure;
 - e. A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list will include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
2. Method of Disclosure. It is the intent of this section to allow the Association the widest possible latitude in methods and means of disclosure, while requiring that the information be readily available at no cost to Members at their convenience. Disclosure will be accomplished by one of the following means: posting on an internet web page with accompanying notice of the web address via first-class mail or e-mail; the maintenance of a literature table or binder at the Association’s principal place of business; or, mail or personal delivery. The cost of such distribution will be accounted for as a common expense liability.

H. Board - Conflicts of Interest.

1. Declaration of Conflict of Interest. If any contract, decision, or other action taken by or on behalf of the Board would financially benefit or create another identified benefit for any member of the Board, that member of the Board will declare a conflict of interest for that issue. The member will declare the conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but will not vote on that issue.

I. Assessments for Common Expenses

1. Governing Provisions. The imposition of assessments and all other charges will be governed by the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Bonner Peak Landowners' Association, recorded in the office of the Clerk and Recorder, Larimer County, State of Colorado on February 9, 2005, and February 27, 2006 (“Declaration”) at Article V.
2. Returned Check or Payment Charges. The Board may charge an Owner actual fees in-

curred by the Association resulting from a check or other payment device being returned from or rejected by the institution upon which it is drawn.

3. Attorney Fees on Delinquent Accounts. The Association will be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association will be due and payable immediately when incurred, upon demand, and will be charged as an assessment against the Owner's account.
4. Application for Payments made to the Association. All payments received on the account of any Owner will be applied in the following order: (a) any and all attorney fees, legal fees and costs incurred for collection of assessments or for any Owner's failure to comply with provisions of the Association's Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, including lien fees; (b) interest; (c) other costs owing or incurred with respect to such Owner pursuant to the Declaration, Colorado statutes, any rules and regulations of the Association, or this policy; and (d) assessments due or to become due with respect to any Owner.

J. Collection of Unpaid Assessments.

1. General Collection Process. The collection of unpaid assessments will generally be governed by the provisions set forth in Articles V, VI, and VII of the Declaration.
2. Notice of Delinquency and Collection Activities. After an assessment or other charge due the Association becomes 30 days past due, the Board will send a "notice of delinquency" to the Owner who is delinquent in payment before any other enforcement action is taken. The notice of delinquency will specify:
 - a. The total amount due, with an accounting of how the total was determined;
 - b. Whether the opportunity to enter into a payment plan exists and instructions for contacting the Board to enter into such a payment plan;
 - c. The name and contact information for the individual the delinquent Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt;
 - d. That action is required to cure the delinquency and the failure to do so within 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.

e. See (Attachment A) for BPLA Late Notice Letter form.

3. Finance Charges

The finance charge is to be levied at 8% per annum as limited by the Colorado Common Interest Ownership act.

Once an assessment becomes 30 days past due, the owner is to be sent a new invoice with a finance charge added to the balance due, along with the notice of delinquency mentioned in item 2 above. The interest is to be calculated based on the due date of the Assessment.

If the owner has not paid the balance due by the last day of the month when the first finance charge was mailed, a new invoice will be mailed to the owner increasing the balance due with a new finance charge, reflecting additional interest calculated on the previous invoice's balance due. New invoices will be issued to the owner monthly, calculating interest on the balance due assessed on the last day of the previous month until the owner has fully paid off the assessment.

Once the principal amount of the assessment has been fully paid, and if only finance charges remain unpaid, the association will continue to send invoices monthly to the owner for the unpaid finance charges due. Additional interest will not be levied on top of the remaining finance charges. The owner's account will be then be fully paid off once they pay the balance due on the finance charges levied.

4. Payment Plan

- a. In collecting past-due assessments and owed charges, the Association will make a good faith effort to coordinate with the Owner to set up a payment plan. The Association is not obligated to negotiate a payment plan where the Owner does not occupy the lot and has acquired the lot as a result of a default of a security interest encumbering the lot; or foreclosure of the Association's lien.
- b. The Association is not obligated to negotiate a payment plan with an Owner who has previously entered into a payment plan.
- c. A payment plan negotiated between the Association and the Owner must permit the Owner to pay off the deficiency in equal installments over a period of at least six

months. However, the Board may pursue legal action against the Owner if the Owner fails to comply with the terms of his or her payment plan. An Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the six-month period, constitutes a failure to comply with the terms of his or her payment plan.

5. Referral of Delinquent Accounts to Attorneys. Unless the Board has permitted the delinquent Owner to enter into a payment plan which is being complied with, if payment in full is not received within 60 days of the due date, the Board may, but is not required to, send the account to the Association's attorney for collection. Upon referral to the attorneys, the attorneys will, after consultation with the Board, take all appropriate action to collect the accounts referred, including recording of a Notice of Assessment Lien against the delinquent lot.

6. Collection and Judicial Foreclosure. The Board may choose to foreclose on the Association's lien in lieu of or in addition to suing any Owner in court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful in obtaining payment, or other circumstances favor such action.
 - a. The Association's lien may be foreclosed in like manner as a mortgage on real estate; except that the Association may only foreclose on the lien if:
 - i. The balance of the assessments and charges secured by its lien equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association; and
 - ii. The Board of Directors has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Owner on an individual basis. The Board may not delegate its duty to take such action to any attorney, insurer, manager, or other person and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed. No attorney fees, court costs, or other charges incurred by the Association or a Holder or Assignee of the Association's lien in connection with an action that is dismissed for this reason may be assessed against the Owner.

K. Owner Education.

1. The Association will provide, or cause to be provided, education to Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association, and its Board under Colorado law. The specific

subject matter required for compliance with this section will be determined by the Board.

2. Drive 25! Notices. For the purpose of reducing road maintenance cost and the safety of landowners and wildlife, landowners should be periodically reminded of the importance of driving 25 mph or slower on our roads. The Board may elect to use various means of providing reminders to the membership. This should be in the form of a periodic campaign to reinforce the benefits of driving 25 mph or slower, given budget and/or other constraints, and should do so every 1 to 3 years. Examples might include informational flyers sent to landowners and posted on the web site, temporary signs and banners that can be moved around the ranch roads by the road crew, and reminders at the regular membership meetings. When the Board becomes aware of an individual landowner that continually violates the BPLA speed limits, the Board should speak directly to the landowner to address the concern.

L. Enforcement of Declaration, Bylaws, Rules and Regulations or Architectural Guidelines.

1. Remedies and Possible Notice of Alleged Violation. In the event the Board becomes aware of an apparent violation of any provision of the Declaration, Bylaws, any Rules or Regulations, or architectural guidelines (other than the collection of amounts due the Association from an Owner, which will be governed by other provisions of these Administrative Operating Procedures), the Board, will have the authority to take any enforcement action authorized by the Declaration or the Bylaws or otherwise by law, but the Board may, but will not be required to, engage in the notice and hearing process provided in this Section. In the event the Board determines to engage in that process, the Board may, through the Managing Agent or an officer of the Board, provide the subject Owner/Member allegedly responsible for such action or inaction with a Notice of Alleged Violation identifying the apparent violation and the related provision of the Declaration, Bylaws, any Rules and Regulations, or architectural guidelines as soon as reasonably practicable following receipt of a complaint by the Board of such violation or such time as the Board becomes aware of the apparent violation. The Board may also, at its option, provide a copy of such Notice to any non-owner violator. The Notice will describe the nature of the violation and will further state that the Board may seek to protect its rights as they are specified in any of the governing legal documents. The provisions of this Section will not prevent the Board from undertaking such other relief as may be available to it under the provisions of any of the governing legal documents or as otherwise provided by law.
2. Service of Notices. Service of all notices required or permitted to be given hereunder will be made as follows:

- a. If to an Owner and/or non-owner: By personal delivery to the Owner and/or non-owner; or by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner and/or non-owner as contained in the Association's records.
 - b. If to the Association: By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing.
 - c. Any notice personally delivered will be deemed received on the date of delivery, and any notice mailed will be deemed received on the fifth day following the date of mailing.
3. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation, the Owner must request such hearing, in writing, within thirty (30) days from receipt of the Notice of Alleged Violation. The request for hearing will describe the grounds and basis for challenging the alleged violation. If a hearing is not requested within the 30-day period, the Board will determine if there was a violation. This section will not prevent the Board from taking action for judicial or other enforcement before the expiration of any such time period.
4. Board to Conduct Hearing. If the provisions of this notice and hearing section are applicable, the Board will hear and decide cases set for hearing pursuant to these Policy and Procedure. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings.
5. Conflicts of Interest in Hearing Process. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association will disclose such to the President of the Board prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure will be made at the hearing, and the Board member will be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association Member, in good standing, to serve as a voting member of the hearing board.
6. Hearing Process. If the provisions of this notice and hearing section are applicable, the Board will inform the Owner of the scheduled time, place and date of the hearing, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer will explain the rules, procedures and guidelines by which the hearing will be conducted and will introduce the case before the Board by reading the Notice of Alleged Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. Neither the

complaining parties nor the Owner must be in attendance at the hearing. However, the decision of the Board at each hearing will be based on the matters set forth in the Notice of Alleged Violation, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings will be open to attendance by all Members of the Association.

7. Decision. After all testimony and other evidence has been presented to the Board at a hearing the Board will render its written findings and decision, within thirty (30) days after the hearing. A decision, either a finding for or against the Owner, will be by a majority of the members of the hearing board present at the hearing. The Board may also issue and present for recording with the County Clerk and Recorder, a Notice of Finding of Violation. Upon satisfactory compliance with the Association's governing documents, the Notice of Finding of Violation may be released by the Association issuing and recording a Release of Notice of Finding of Violation.
8. General Remedies of the Board and Members of the Association. Notwithstanding any provision of this section or the Policies and Procedures, the Board and any member of the Association may use any legal means available at any time to enforce the terms of the Declaration, Bylaws, any Rules and Regulations, any architectural guidelines, or any other governing document of the Association.

N. Architectural Control Committee (ACC) Procedures.

1. Open Meetings. All meetings of the ACC shall be open to every Owner of the Association, or to any person designated by an Owner in writing as the Owner's representative, except as permitted by law. Upon request by any Owner and provision of an e-mail address for a proposed recipient, notice of ACC meetings shall be made reasonably available to all Owners or their designated representative in advance of such meeting, including meeting time, location, and an agenda identifying topics to be addressed at the meeting, including those projects involving physical alteration of existing structures or creation of new structures. Time shall be reserved at any ACC meeting to allow for presentation and discussion of concerns or viewpoints of any Owner or their designated representative in attendance at such meeting.
2. Availability of ACC Records
 - a. Examination and copying. Except as otherwise provided in C.R.S. §§ 38-33.3-317(3), (3.5), and (4), all records of the ACC will be made reasonably available for examination and copying by any Owner and such Owner's authorized agents. Records subject to this requirement include, but are not limited to, meeting notices, agendas and minutes, submittals to the ACC, ACC decisions, appeals from ACC deci-

sions, and decisions on such appeals. Requests for ACC records shall be made to the Chair of the ACC and a copy of such request sent to the Association's Board of Directors. Fees may be charged, not to exceed the actual cost per page, for copies of ACC records.

- b. Return of supporting materials. After conclusion of the ACC review process and any appeals there from, detailed supporting materials included as part of submittals to the ACC (e.g., product or paint samples, drawings, plans, or blueprints) may be returned to the project applicant. Upon return, such materials are no longer subject to the review and examination provisions of this section.

3. Conflicts of Interest

- a. Declaration of Conflict of Interest. If any decision or other action taken by or on behalf of the ACC would financially benefit or create another identified benefit (including, but not limited to, alterations of Lot structures, improvements, characteristics, privacy, or views) for any member of the ACC, that ACC member shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but shall not vote on that issue.
- b. Greater Limitations. This section shall not be construed to invalidate any provision of the Declaration, Bylaws, or other documents that more strictly defines conflicts of interest or contains further limits on the participation of the ACC member who may have conflicts of interest.
- c. Decisions. At all meetings of the ACC, a majority of ACC members shall constitute a quorum for the transaction of business, and the acts of the majority of the ACC members present at a meeting at which a quorum is present shall be the acts of the ACC. In the event a good cause exception is granted to certain of the requirements of Article IX, §§2.1 (building types and sizes) or 2.3 (temporary residences), the rationale for such exception shall become part of the permanent record.

O. Changes to Lots.

1. Changes to Roads. Any change to a Road, including but not limited to cattle guards, culverts, and turnarounds must be presented to the Board for review and consideration and have the approval of the ACC and the Board prior to any actual work being done. Declaration, Articles IV and IX.
2. Policies and Procedure for Consideration of Changes in Roads. Changes in the Roads are subject to the control of the Board and the ACC. Declaration, Article IV. ACC approval does not constitute Board approval. The procedure for consideration by the Board and ACC

of proposed changes in the Roads will be as follows:

- a. All requests for changes to the Roads, including but not limited to grade, width, surface, and cattleguards, must be submitted to the Board and to the ACC in writing. The written statement should explain what the Owner wishes to do and why they would like to make the changes. The statement should also detail exactly what work will be done and how it will affect the Road.
- b. A drawing must be submitted of the proposed plan. The drawing should include sufficient detail to show exactly what materials will be used. It should also show the final style and finished appearance.
- c. All expenses incurred in the preparation of any proposal are the responsibility of the Owner proposing the changes.
- d. Any renovation that impacts another Owner will be subject to the impacted Owner's review and comment. Issues having impact include, but are not limited to, causing another Owner to move an entranceway or blocking an existing view to any degree.
- e. No change in a Road will be approved which creates costs for the Association or other Owners unless the proposing Owner posts a bond to cover such costs and pays such costs.

3. Procedures Following Board of Directors' Approval of a Request for a Road Change.

- a. Compliance with Applicable Laws and Codes. All laws and building, fire and environmental codes of Larimer County.
- b. Changes in the Work. All changes that are made and work that is done must be inspected and approved by the Board representative to verify that all work was performed and within the guidelines approved by the Board.
- c. Variances in the Work from Approved Plans. The Board will require any variances from an approved plan to be brought into compliance with the approved plan.
- d. Correction of Issues. If the project is not completed properly in accordance with the approved plan, or if other problems occur which require repair, the Board will take the necessary action to bring the changes in line with the accepted condition and charge back the Owner for all cost incurred in the repairs.
- e. Responsibility for Cleanup, Trash Removal, and Other Impacts. Owner or his contractor will be responsible for all cleanup and trash removal. Association dumpsters are not to be used for construction material.
- f. Hours of Work. All work will be done during daylight hours so as to minimize distur-

bance to neighbors, 7:00 a.m. to 6:00 p.m.

4. Procedure Following the Denial of a Request. If the submitted plan is not approved by the Board, the Owner may resubmit the plan for appeal at the next scheduled Board of Director's meeting.

P. General Governing Provisions. In the event of any conflict between applicable Colorado law and any provisions of the Declaration, the Articles of Incorporation, the Bylaws, or any policies or regulations of the Association, Colorado law will govern. In the event of a conflict between the Declaration and the Articles of Incorporation or the Bylaws or these policies, the Declaration will govern. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will govern.

Q. BPLA Drop Box

The Association will maintain a lockable Drop Box to facilitate easy document transfer from residents to the BPLA business operations, board members, or specific association committees. The box may also be used for ballot collection in the event of a landowner poll or association vote.

1. The drop box will be located in the "Package Building"
2. Intended for a convenient method of transfer for paper documents, it is offered as alternative to mailing or house-to-house drop offs. Assessment checks, simple submittals for the ACC, and/or referendum ballots are the most prominent examples.
3. Instructions for use will be posted on the drop box
4. The contents of box will be secured with a combination lock or similar access control.
5. Individuals authorized to possess the combination and have access to the contents will be managed by the association secretary. Generally, this will include the treasurer, president, ACC committee leader and others as appropriate.
6. Residents are instructed to place sensitive or confidential document in an envelope and addressed to the intended recipient. They are asked to notify the intended recipient of new content via text, phone, etc.

7. A regular pick-up for new content will be done periodically (generally weekly) by the association treasurer who will disposition it as appropriate.

Attachment A

Bonner Peak Landowners' Association
13173 US Highway 287
Laporte, CO 800535-9719
Current Treasurer: <Name>
Treasurer's phone and email: < phone, email address>

— NOTICE OF PAST DUE FOR PAYMENT OF ANNUAL ASSESSMENT

< NUMBER X >—

«OWNER'S NAME»

«TODAY'S DATE <MM/DD/YYYY>»

«2ND OWNER'S NAME»

«MAILING ADDRESS LINE 1»

«MAILING ADDRESS LINE 2»

«MAILING CITY-STATE-ZIP»

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

According to our records, you are now thirty days or more past due in payment of the Assessments owed to Bonner Peak Landowners' Association. See the attached invoice for the total amount due as of the date of this letter.

Listed below are the penalties and possible future consequences of being past due on payment of assessments, as per the BPLA Declaration of Covenants:

1. Finance charges have been added to your Assessment, at the rate of 18% per annum, calculated based on the due date of the Assessment < due date > and are increased for each additional month past the due date if payment has not been received. Please contact the Treasurer, (phone number and email given above) if you wish to verify these charges.
2. If your assessments are not fully paid, your voting rights in the Association will be restricted.
3. Assessments that remain unpaid may cause the Association to take legal action against you which may include placing a lien on your property.

If there is a reason that you are withholding payment, please contact a board member to discuss the matter and to arrange for payment.

We urge you to make full payment or contact the board immediately to avoid further penalties.

Sincerely,

BPLA Administrative Governance Policy

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03/15/2024

Treasurer for Bonner Peak Landowners' Association

