

CHATFIELD EAST PROPERTY OWNERS ASSOCIATION

GOVERNING DOCUMENTS GUIDE

These conformed documents are an unofficial guide to CEPOA governing documents including covenants, bylaws, rules, and policies. Forms can be found on the Documents/Forms page of the website. This document includes all amendments made through March 2023. Official documents and forms are filed with Douglas County and can be found on cepoa.org website.

In general, the Covenants are what is expected of every Chatfield East lot owner. All lot owners are members of the Chatfield East Property Owners Association (CEPOA or the Association). The Bylaws (and associated policies and rules) are how the CEPOA is governed.

This document includes some, but not all, references to associated documents such as the Douglas County Zoning Resolution (DCZR), Colorado Revised Statutes (CRS) and the Colorado Common Interest Ownership Act (CCIOA). Those documents can be found on those organization websites.

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CHATFIELD EAST SUBDIVISION
SUBDIVIDER: CHATFIELD EAST DEVELOPMENT COMPANY
5660 South Syracuse Circle
Englewood, Colorado 80110

PROTECTIVE COVENANTS
OF
CHATFIELD EAST

A subdivision of a part of Section 21 and 28,
Township 6 South, Range 68 West of the 6th P.M.
Douglas County, Colorado

Statement of Values and Expectations:

The protective covenants are not meant to duplicate local, State or Federal laws. They are meant to summarize additional expectations and agreements amongst the lot owners. The owners value living within nature and seek to maintain this rural way of life while ensuring minimal intrusion in their pursuit of happiness. The lot owners and the Chatfield East Property Owners Association, Inc (CEPOA) hold the following expectations of all lot owners and residents within the subdivision:

- A. All lot owners are expected to be aware of all local, State and Federal laws and ordinances and to abide by them. These laws include, but are not limited to, leash laws, number of allowed animals per household, Denver/Arapahoe Aquifer regulations, noise and nuisance laws, wildfire mitigation recommendations, protection of wildlife guidelines and United States Postal Service requirements.
- B. Lot owners are expected to work directly with their neighbors to resolve conflict and to be receptive to working toward mutual resolution with neighbors when approached.
- C. All lot owners are expected to contact the appropriate authority (i.e. Animal Control, Douglas County Sheriff, Colorado Parks and Wildlife, Douglas County Zoning, South Metro Fire Risk Reduction) to resolve issues when direct conversations are ineffective. CEPOA has a volunteer Board of Directors and is not meant to be an enforcement agent in these matters.
- D. Lot owners are encouraged to maintain their properties and actively work with the South Metro Fire Risk Reduction for fire mitigation. CEPOA will support these efforts and exclude normal maintenance and repair from additional regulation.

Protective Covenants:

1. All lots in all blocks in said subdivision shall be known and described as residential lots and will be restricted by all the covenants contained herein. No structure whatever, other than one (1)

private single-family dwelling together with a private garage and suitable barn or shed for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any lot. There shall be no more than one (1) residence per lot. No lot shall be further subdivided.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining an approved temporary office, trailer office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings.

There shall be no buildings or fences constructed on bridle paths as shown on the plat. There is a 100-year floodplain platted in the subdivision which will not allow any dwelling units to be constructed on it. CEPOA assumes no liability in regard to any construction performed in this area or any loss occurring from flood damages.

No portion of any property shall be used as an access road to any other property or as an access to an area outside of the Chatfield East Subdivision.

[\[also see DCZR Section 5 Rural Residential District\]](#)

2. Architectural Control.

Composition of the Committee. An Architectural Control Committee (ACC) for CHATFIELD EAST is constituted. It shall consist of three (3) persons appointed by the Board of Directors of CEPOA (Board), each such appointment shall be made for a 3-year term of office, subject to the power of removal by the Board. The Board may reappoint members of the ACC by mutual agreement of the Board and the member, or the Board may choose to appoint a different member at the end of each 3-year term. In the case there are fewer than three (3) members, the Board may appoint temporary members. In the absence of any appointment, the Board shall be the ACC until such time as a new ACC can be formed. The ACC is subject to the direction of the Board and must report to the Board as and when directed to do so. The Board may remove ACC members at any time, for any reason or no reason. A majority of the ACC may designate a representative to act for it. Neither the members of the ACC nor its designated representative, if any, shall be entitled to any compensation of any kind for service performed pursuant to this covenant. Members of the ACC, like the Board and other committees, will be exempt from personal liability when acting within the scope of their official duties.

The ACC has been formed by CEPOA and has the task of reviewing and approving/rejecting all plans for improvements (new or remodeled dwellings and outbuildings) to be constructed on each Chatfield East lot. ACC approval is not required for improvements or changes that are limited to building interiors only. Nor is ACC approval required when conducting exterior repairs and/or maintenance (as defined by any repair within existing footprint and using similar building materials). Any scaffolding or other unsightly structure needed for repair or maintenance cannot remain up for more than 270 consecutive days.

ACC Guidelines and any updates must be officially adopted by the Board through a formal vote. Complete ACC Guidelines shall be available at cepoa.org. Homeowners should refer to the latest ACC Guidelines before considering any applicable architectural changes.

The purpose of the ACC is to ensure any new construction is consistent with the community values and way of life and to protect the effects of the improvements on any adjacent or neighboring properties.

Failure to gain approval by the ACC before beginning any construction will constitute a covenant violation and may include fines as outlined in the bylaws.

No new/remodeled construction may commence until final written approval of all construction drawings has been granted by the ACC and a building permit has been issued for the ACC-approved plans by the Douglas County Building Department if required by Douglas County. Any modifications of the approved plans during construction must be submitted to the ACC for re-approval. Any denial or rejection can be appealed to the Board within 90 days.

Applicants will have 270 days to complete the project after approval is received by the ACC. Request for extension can be submitted to the ACC for consideration.

The ACC reserves the right to waive or vary any of the procedures of architectural guidelines at its discretion, for good cause shown and with Board approval. Any waiver or variance granted shall be considered unique and will NOT set any precedent for future decisions. Architectural guidelines included in the document may change from time to time to reflect new and changing conditions. Members will be notified via mail or email when changes are made to the ACC Guidelines. Owners contemplating activities covered herein should obtain the most recently approved version of the design architectural guidelines from the CEPOA via the Chatfield East website at cepoa.org.

Neither the ACC nor its assignees shall be liable for damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgement, negligence or non feissance arising out of, or in connection with, the approval or disapproval or failure to approve any plans or specifications. Every Owner or other person who submits plans to the ACC for approval agrees, by submission of such plans and specifications, that they will not bring an action or suit against the ACC or its individual members to recover damages.

- No building or fence shall be erected, placed or altered in any residential lot until the exterior paint, construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with. Solar homes may be built within the subdivision provided the Architectural Control Committee approves the design and location of heat collector systems. Each lot owner is required to plant at least six (6)

Commented [MG1]: Covenant Amendment 2022

trees within one (1) year of the completion of the residence on the lot. More trees are encouraged.

Wildlife and habitat for wildlife shall be fully protected by all lot owners. All fencing shall meet standards as established by the Colorado Division of Wildlife which specifically prohibits barbed wire. Open space (Tracts A & B) shall be maintained in the best interest of wildlife with enforcement and control regulated by the Homeowner's Association.

*[See Colorado Revised Statutes, Section 38-33.3-101, et seq. the Colorado Common Interest Ownership Act (CCIOA) which supersedes local documents and states the following:
3.2(e) Owner(s) may remove trees and shrubs around the home for fire prevention purposes if the removal complies with a written defensible space plan created by a government entity.]*

4. [Repealed]

5. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition of more than thirty (30) days in any calendar year. Any such vehicle which does not display current and valid license plates and safety inspection sticker as required by State law shall be deemed to be in a "non-operating condition."

Propane tanks if used must be camouflaged by building and/or landscaping so that they cannot be seen from subdivision roads.

No noxious or offensive activity shall be carried on within the subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the subdivision. Fire arms as used herein shall be construed to mean rifles, shotguns, pistols, cannons, explosives, air rifles, BB guns, or similar devices.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet; except that where the said principal dwelling is a 1-1/2 or 2 story dwelling, the minimum may be reduced to 1,000 square feet of ground floor area, provided that the total living area of the 1-1/2 or 2 floors is not less than 2,000 square feet.
7. No building shall be located on any lot nearer than seventy-five (75) feet from the front lot line or any nearer than forty (40) feet from the side and rear lot lines. Parking shall be accommodated on site with no parking allowed on public streets.

*[See Colorado Revised Statutes, Section 38-33.3-101, et seq. the Colorado Common Interest Ownership Act (CCIOA) which supersedes local documents and states the following:
3.2(d) An occupant who is bona fide member of a volunteer fire department and an occupant who is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services may park an emergency vehicle bearing an official emblem and weighing less than 10,000 pounds on the common interest community when it does not bar*

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emergency access or other owners' reasonable use of streets, driveways, or guest parking spaces.]

8. No store, office or other place of business of any kind and no hospital, sanitorium, or other place for the care of or treatment of the sick or disabled, physically or mentally; nor any theatre, saloon or other place of public entertainment shall ever be erected or permitted upon any of the residential lots, or any part thereof.
9. No animals will be raised on any lot for commercial reasons. Household pets will be allowed. However no more than three (3) of any kind will be allowed without approval of the Architectural Control Committee or its assigns. All dogs must be confined to runs or leashes and are not allowed to run at large.

Horses will be allowed in accordance with Douglas County zoning regulations. In order to prevent overgrazing, livestock shall be kept in a small corral not to exceed twenty-five (25%) percent of the lot size and only allowed to occasionally graze in remaining native grass. Supplementary feeding will be necessary to maintain animals. Other animals will be allowed only with the approval of the Architectural Control Committee and in accordance with the Douglas County zoning regulations. All barns, sheds, corrals and other animal facilities must be kept clean and odor free.

A family garden not to exceed 1,000 square feet is permissible, but no additional ground shall be broken for farming or agricultural purposes. The Architectural Control Committee's approval is expressly required for the erection of buildings for livestock.

[also see DCZR Section 24 Animals]

10. Sewage shall be disposed of only by and through a septic system designed by a qualified engineer with adequate dimensions and capacity and of a type approved by Tri-County Health Department or an approved municipal service if available. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials and the County and State, and no sewage, waste, water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be a modern flush type and connected with a proper septic tank system.

The type of soils present in some lots may not meet requirements as to their ability to support standard absorption field, therefore, construction limitations may exist. The following studies must be obtained before construction is to take place on any lot:

- A. A foundation soil analysis performed by a qualified soils engineer.
- B. Percolation reports for absorption fields designed by a qualified engineer.

11. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

[also see DCZR 208 Trash, Junk, Inoperative Vehicles]

12. No open fires will be permitted in CHATFIELD EAST.

13. No sign of any kind shall be displayed to the public view on any residential lot except one sign not more than six (6) square feet advertising the property for sale or rent, or except signs used by a builder or developer to advertise the property during the construction and sales period, and except signs identifying CHATFIELD EAST subdivision on property fronting U.S. Highway No. 85.

[See Colorado Revised Statutes, Section 38-33.3-101, et seq. the Colorado Common Interest Ownership Act (CCIOA) which supersedes local documents and states the following:

3.2(a) Owner(s) and occupant(s) may display on their property, in their windows, or on balconies on their lots American flags of no larger than 4 feet by 6 feet and install flagpoles of no greater height than 12 feet.

3.2(b) Owner(s) and occupant(s) may display on the inside of the residence's window or door a service flag (sometimes called blue star or gold star banner) of no more than 20 inches by 30 inches indicating the military service of a member of the owner's or occupant's immediate family during a time of war or armed conflict.

3.2(c) Owner(s) and occupant(s) may display one political sign on the owner's sole property or in the residence's window for each contested election and ballot issue from 45 days before through 7 days after election up to the size and number of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.]

[also see DCZR Section 29 Sign Standards]

14. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building lot.

15. [Repealed]

Commented [MG3]: Covenant Amendment 2022

16. Easements and right of ways as shown on the recorded plat, or plats, are hereby reserved in this subdivision for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi public utilities service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair.

17. Covenant for Assessments. The owner(s) of each residential lot within Chatfield East, by accepting a deed of said lot, for the owner(s) and the heirs, legal representatives, successors, and assigns of the owner(s), shall pay annual assessments up to a limit of \$250.00 per year per lot payable at the times and in the amounts as determined by the Board of Directors of Chatfield East Property Owners Association, Inc. The association shall use the assessments to pay the reasonable expenses of the Association including, but not limited to (a) the cost of improvements, maintenance, repair, payment of taxes, and any other costs relating to operation of the Association, and to maintenance of recreation areas and riding courses and other common areas shown on the recorded plat or plats of Chatfield East Subdivision, Douglas County, Colorado; (b)) costs which are or may be reasonably be incurred in connection with enforcement of these covenants; and (c) the cost of maintaining water wells and water rights used in complying with terms of the Water Court decree referred to hereinafter, including pumping expense, electricity, repair, maintenance, taxes, salaries, wages, and administrative expenses which may be incurred in complying with any of the obligations imposed upon, and enforcing any rights granted to, the Association under terms of a decree dated May 15, 1978, entered by the Water Court in and for the Water Division No. 1 in Case No. W-8568-77, together with any other expenses which may be incurred in complying with lawful orders of the office of the Colorado State Engineer or the Water Court.

Commented [MG4]: Covenant Amendment 2011

18. Lien and Personal Obligation For Assessment. Annual assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be and constitute a continuing lien upon the property against which each such assessment is made. In addition, each such assessment shall be a personal obligation of the person(s) who is the owner of such property at the time the assessment is made, provided that this personal obligation shall not pass to successors in interest unless expressly assumed by them. If an assessment is not paid within thirty (30) days from the date notification thereof has been provided to the property owner, such assessment shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum from such due date. The Association shall file in the office of the Douglas County Clerk and Recorder, within ninety (90) days after the date such delinquency occurs, a written statement as to the amount of the delinquent assessments together with interest thereon. In the event such delinquency is paid in full, the Association shall execute and file a proper release of such lien. Such assessment, with interest as provided, shall constitute a lien on the residential lot, from and after the date of filing notice of delinquency and until the lien is released. Without in any way limiting the foregoing remedy, the Association may bring an action at law to enforce payment of a delinquent assessment against the owner personally responsible therefor. The lien here provided may be enforced in the manner provided by law with respect to liens on real property. In the event the Association should prevail in any action to enforce payment, the owner shall be liable for the Association's court costs and disbursements together with reasonable attorney's fees, and all such costs, disbursements and fees shall be further secured by the lien here provided. An owner may not waive or otherwise escape liability for the assessments above provided by nonuse of the common areas, riding courses, recreation areas of water wells and water rights or abandonment of his residential lot.

Commented [MG5]: Does not align to 8% per Policy and State Law

19. Subordination of Lien. The lien for assessments provided for above shall be subordinate to the lien of any taxes of special assessments as well as the lien resulting from sums unpaid on a first mortgage or first deed of trust of record, but shall be prior to any other liens or encumbrances recorded or unrecorded.
20. Enforcement of Covenants.
- A. Summary Abatement. Whenever the Board of Directors of the Association shall find and determine that there shall have been erected on any residential lot any structure which is in violation of these covenants, the Board of the Association or its designees, shall have the right to enter upon the residential lot where such violation has been found to exist, and to summarily abate and remove at the expense of the owners thereof, any structure, situation or condition that may exist on said property contrary to the intent and meaning of these covenants; neither the Association or its agents assigns or designees shall be deemed guilty in any manner of trespass for such entry; abatement or removal, and by acceptance of a deed subject to these covenants, the owner of any such lot expressly consents to such entry. Costs of expenses of such entry, abatement, and removal, shall be and remain a lien upon the residential lot, by recording a written statement in the office of the Douglas County Clerk and Recorder as provided in paragraph 18 above.
- B. Judicial Enforcement. Without limiting the foregoing remedy, if any owner shall suffer or permit a violation or threaten to violate any covenant herein contained, any other owner of a residential lot in the subdivision may institute proceedings at law or equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them and to recover damages actual and punitive, together with reasonable attorneys' fees for such violation. Upon approval of the bringing such action by the Board of Directors of the Association, said owner seeking to enforce these covenants shall be entitled to reimbursement of any attorneys' fees not otherwise recovered in connection with such action, from the enforcement of covenants funds established in paragraph 17 of these covenants. The Board of Directors of the Association, upon finding that a violation of these covenants exists and upon failure or refusal of the owner of the residential lot upon which such violation exists to comply herewith, shall institute proceedings at law or equity to recover damages for the violation or to restrain such violation or threatened violation or to modify or remove structures fully or partially completed in violation of these covenants, and to recover damages actual and punitive, together with reasonable attorneys' fees and costs incurred in connection with enforcing these covenants. Costs of maintaining any such action shall be obtained from the enforcement of covenants fund. Failure of the Association or any owner to enforce any covenant or restriction herein appearing, shall in no event be deemed a waiver of the right to do so thereafter. The Association as well as any owner shall further be permitted to institute proceedings at law or equity to enforce compliance by any owner with the terms of that decree entered by the Water Court in and for Water Division No. 1 on May 15, 1978, in connection with Case No. W-8568-77.
21. Conveyance of Property. Chatfield East Development Company shall convey to Chatfield East Property Owners Association, as its sole and separate property, the recreation areas and other common areas identified on the recorded plat together with a non-tributary well to be located

at a point near the center of Section 21, Township 6 South, Range 68 West of the 6th Principal Meridian, Douglas County, Colorado, together with all appurtenances thereto including pumps and piping, all of said properties to be thereafter held, owned, maintained and policed by the Property Owners Association.

22. For the purpose of providing for the continued maintenance, care, repair and improvements of recreation areas, riding courses, and other common areas as shown on the recorded plat of Chatfield East subdivision, Douglas County, Colorado, which is necessary, required or desirable within the subdivision, for the general use and benefit of all property owners, each and every property owner, at any time, in accepting a deed or contract for any property within the subdivision agrees to be and shall be a member of and be subject to obligations and duly enacted bylaws and rules of Chatfield East Property Owners Association, Inc., a Colorado nonprofit Corporation. In the event of multiple ownership at a residential lot, all persons owning the lot shall be members of the Association, but any vote shall be exercised as the persons owning the lot shall determine among themselves, and in no event shall more than one vote be cast with respect to any single residential lot.
23. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of ten (10) years; provided, however, that these covenants can be changed at any time by an instrument signed by sixty (60%) percent of the then owners of the lots, such instruments to be recorded agreeing to change said covenants in whole or in part.
24. Severability. Invalidation of any one of these restrictions by judgement of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

BYLAWS
OF
CHATFIELD EAST PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

For the purposes of these Bylaws, the following definitions shall apply:

- (a) "Corporation" or "the Corporation" shall refer to Chatfield East Property Owners Association, Inc.
- (b) "Articles of Incorporation" shall refer to the articles of incorporation of Chatfield East Property Owners Association, Inc.
- (c) "Covenants" shall refer to Protective Covenants Chatfield East as filed with Douglas County, Colorado, USA.
- (d) "Assessments" shall include all annual assessments, special assessments, and any applicable late fees, penalties, interest, or other amounts owed to the Corporation.

ARTICLE II
OFFICES

2.1 Registered Office. The Registered Office of the Corporation is the registered agent of choice, the registered agent address is in the Annual Disclosure Statement posted on the website (www.cepoa.org). The Corporation may have such other or additional offices in the State of Colorado as may be established by resolution of the Board of Directors.

Commented [MG6]: 2016 Bylaws Amendment

Commented [MG7]: 2023 Bylaws Amendment

ARTICLE III
MEMBERSHIP

3.1 Qualification for Membership. All persons, organizations, corporations, or associations, except the Corporation itself, who are the owners of record of lots in Chatfield East shall be members of the Corporation. Joint tenants or tenants-in-common shall share one membership.

3.2 Classes of Membership. There shall be one class of membership.

3.3 Annual Assessments. Annual assessments shall be up to \$250 per lot and shall be payable by each member of the Corporation on or before the first day of March of each year. Said assessment may be adjusted in accordance with Paragraph 23 of the Protective Covenants of Chatfield East.

Commented [MG8]: 2016 Bylaws Amendment

3.4 Special Assessments. The Board of Directors may authorize by majority vote a special assessment. Such special assessments shall not in any calendar year exceed the annual assessment given in 3.3 above, unless otherwise authorized by sixty percent (60%) of the members. Special assessments in any calendar year may not exceed three times the annual assessments given in 3.3 above unless authorized unanimously by all members. Special assessments shall be payable upon forty-five days written notice.

Commented [MG9]: 2023 Bylaws Amendment

3.5 Collection of Assessments. See Collection Policy.

3.6 The Board has the discretion to waive fees less than \$25.00.

Commented [MG10]: 2023 Bylaws Amendment

ARTICLE IV

MEETINGS

4.1 Annual Meetings. An annual meeting of the members of the Corporation shall be held at such place as may be designated by the Board of Directors.

4.2 Special Meetings. Special Meetings of the members may be called by the President, the Board of Directors, or not less than one fifth of all the members of the Corporation in good standing.

4.3 Place of Meeting. The Board of Directors may designate any place within the State of Colorado as the place for any annual meeting or for any special meeting.

4.4 Notice of the Meeting.

(1) Notice of meeting stating the place, day, and hour of the meeting, and in the case of special meetings, the purpose for which the meeting is called shall be delivered not less than fifteen (15) nor more than fifty (50) days before the date of the meeting to each lot owner by mail or hand delivery. The notice shall include the items on the agenda, including the general nature of any proposed amendment to the covenants, any changes to the bylaws or rules, any budget changes, and any proposal to remove an officer or member of the executive board.

(2) Notices of meetings and agendas shall be posted on the web site (www.cepoa.org).

Commented [MG11]: 2023 Bylaws Amendment

4.5 Membership List. For the purposes of determining the members, the Board of Directors may provide that the membership books of the Corporation shall be closed for any stated period not exceeding fifty days. An officer or agent, as directed by the Board of Directors, shall make a complete list of the members entitled to vote, arranged in alphabetical order, together with the addresses of such members. The list of members shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any member at any time during the usual business hours.

4.6 Quorum. Twenty-five percent of the members entitled to vote shall constitute a quorum at any annual or special meeting. If a quorum is present at the meeting, and entitled to vote on the subject matter, any act by the quorum shall be an act of the members unless the vote of a greater number is required by law, these bylaws, the Covenants, or the Articles of Incorporation.

Commented [MG12]: 2016 Bylaws Amendment

4.7 Proxies. At all meetings, a member may vote by proxy, executed in writing by such member, or his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation, either 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 for in the proxy.

4.8 Voting by Members. The owner(s) of each lot shall be entitled to one membership and one vote per lot. Only members whose Assessments have been paid in full at least fifteen days prior to such meeting shall be entitled to vote at any meeting of the members.

Commented [MG13]: 2023 Bylaws Amendment

4.9 Open Meetings. All meetings, including meetings of the Board of Directors, are open to all members or their representatives. Members or their representatives may speak at appropriate times during the deliberations and proceedings; except that, for regular and special meetings of the Board of Directors,

members who are not board members may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board. The Board of Directors may place reasonable time restrictions on persons speaking during meetings. The Board shall provide for a reasonable number of persons to speak on each side of any issue. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all members or their representatives.

4.10 Budget Review. Within ninety days after adoption of any proposed budget for the Corporation, the executive board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all members and shall set a date for a meeting of the members to consider the budget. Such meeting may coincide with the annual meeting or may be called as a special meeting. The budget will be deemed approved by all the members in the absence of a veto at the meeting by a majority of all members. In the event that the proposed budget is vetoed, the budget last proposed and not vetoed by the members will continue in force until a subsequent budget proposed by the executive board is not vetoed.

4.11. Conduct of Meetings. See Conduct of Meetings Policy.

Commented [MG14]: 2023 Bylaws Amendment

ARTICLE V

BOARD OF DIRECTORS

5.1 Management. The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided for in the Colorado Nonprofit Corporation Act, or by the Articles of Incorporation.

5.2 Number, Tenure, and Qualifications. The number of the directors of the Corporation shall be five. Each Director shall hold office for a two year term, beginning upon election and continuing until his successor shall have been elected, unless such director shall vacate, or be removed from such office, as otherwise provided for in these bylaws. Directors of the Corporation must be residents on the State of Colorado and embers of the Corporation.

5.3 Elections. Elections of Directors to replace those whose terms have expired shall be held at the annual meeting. If the election of the Directors is not held at the annual meeting of the members, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as the same may conveniently be held.

5.4 Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a vote of a majority of the membership voting units entitles to vote in person or by proxy, at an annual meeting of the members, or at a special meeting of the members expressly called for such purpose.

5.5 Vacancies. Any director may resign at any time by giving written notice to the President, or to the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The remaining Directors shall appoint a successor to fill any vacancy occurring on the Board of Directors by majority vote. A director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

5.6 Regular Meetings. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. The Board of Directors shall designate the time and place, within the State of Colorado, for the holding of regular monthly meetings.

5.7 Special Meetings. Special meetings of the Board of Directors may be called by the President or any two directors. The time and place of any special meeting may be set by the person or persons calling the special meeting and may be at any reasonable place within the State of Colorado. Notice of any special meeting shall be given at least 72 hours before the meeting by written notice delivered personally, mailed to each director or by email addressed to each director. Any director may waive notice of any meeting in writing before, at, or after the meeting. The attendance of a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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5.8 Quorum. A majority of the number of directors fixed by Section 5.2 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, the majority of the directors present may adjourn the meeting.

5.9 Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

5.10 Compensation. No member of the Board of Directors shall be paid any compensation for his services as a director.

5.11 Presumption of Assent. A director of the Corporation who is present at the meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a director who voted in favor of such action.

5.12 Repealed.

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5.13 Consent to Action by Directors. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if all of the directors entitled to vote consent. Such action may be taken by a consent to action form signed by all directors or in counterparts combined for unanimous consent, by email, or by fax if all the directors confirm the action in writing. A consent to action is the same as a meeting of the Board of Directors and shall be recorded by the Secretary of the Corporation in the record of meetings of the Board.

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5.14 Conflict of Interest. If any contract, decision, or other action to be taken by or on behalf of the Board of Directors would financially benefit any Board member, any person who is a parent, grandparent, spouse, child, or sibling of any Board member, or a parent or spouse of any of those persons, that Board member shall declare in an open meeting, prior to any discussion or action on that issue, that the member has a conflict of interest for that issue. After making such declaration, the member may participate in the discussion, but shall not vote on that issue.

ARTICLE VI

OFFICERS AND AGENTS

6.1 General. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers, committees, and agents as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as may be determined by the Board of Directors. One person may hold more than one office, except that no person may simultaneously hold the offices of President and Secretary.

6.2 Election and Term of Office. The officers of the Corporation shall be elected by the Board of Directors annually at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as possible. Each officer shall hold office until his successor shall be duly elected, until his death, or until he shall resign, or until he shall have been removed from office in the manner hereinafter provided.

6.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgement, the best interest of the Corporation would be served thereby.

6.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors for the unexpired portion of the term.

6.5 President. The President shall:

- (a) Act as the principal executive officer of the Corporation;
- (b) Subject to the control of the Board of Directors, shall, in general, supervise and control, all of the business and affairs of the Corporation;
- (c) Perform all duties incident to the office of President and other duties as may be prescribed by the Board of Directors;
- (d) When present, preside at all meetings of the members and of the Board of Directors; and,
- (e) Sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Corporation or shall be required by law to otherwise be signed or executed.

6.6 Secretary. The Secretary shall:

- (a) Perform the duties of the President in the event of his absence for any reason;
- (b) Keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose;
- (c) See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;

(d) Keep as a register of the postal address of each member which shall be furnished to the Secretary by the members;

(e) In general, perform all the duties incident to the office of Secretary and such other duties as may be assigned by the President of the Board of Directors; and

(f) Make available all minutes of the Corporation and other records, upon reasonable request, and at reasonable hours, for examination by any members.

6.7 Treasurer. The Treasurer shall:

(a) Have charge and custody of and be responsible for all funds and securities of the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as in accordance with Article VII of these bylaws; and

(b) In general, perform all the duties incident to the Office of Treasurer and such other duties as may be assigned by the President or by the Board of Directors.

6.8 Salaries. No officer shall be paid any compensation for his services as an officer. However, reasonable out-of-pocket expenses incurred on behalf of the Corporation may be authorized by the Board of Directors.

ARTICLE VII

DUTIES AND POWERS OF THE ASSOCIATION

7.1 General Authority/Specific Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Covenants, these Bylaws, the Colorado Common Interest Ownership Act or the Colorado Revised Nonprofit Corporation Act. The Board shall have, subject to the limitations contained in the Covenants, and those Acts, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Community as a first class residential property, including the following powers and duties:

(a) To exercise all powers vested in the Board under these Bylaws, the Articles of Incorporation, the Covenants, and under the laws of the State of Colorado;

(b) To appoint and remove Officers of the Association as it sees fit;

(c) To appoint and employ such agents, including attorneys and accountants, as it sees fit to assist in the operation of the Association, and to fix their duties and to establish their compensation;

(d) Subject to the provisions of the Covenants, the Articles of Incorporation, and these Bylaws adopt and establish rules and regulations governing the use of Common Areas and other properties belonging to the Corporation and other rules and regulations relating to Chatfield East, all in accordance with the adopted rules and regulation as they exist from time to time..

(e) To establish, adopt, and modify sets of rules, regulations, policies and procedures, including policies and procedures for the Architectural Control Committee, and a Code of Rules and

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Regulations for the implementation and enforcement of the Covenants that may also specify the process to address breaches of, or non-compliance with, the Covenants, including fines for such non-compliance;

(f) To grant, at its discretion, variances to these Rules and Regulations. Such variances shall not impair the Association's right and ability to enforce the Covenants and Rules and Regulations. Failure to enforce any provisions of the Covenant or Rules and Regulations in any particular instance shall not be deemed a waiver of the right to enforce such Covenants and Rules and Regulations.

(g) Contract and pay premiums for fire, casualty, liability, and other insurance and bonds (including indemnity bonds) which may be required from time to time by the Association;

(h) Contract for and pay for maintenance, landscaping, utilities, materials, supplies, labor, and services, that may be required from time to time in relation to Association Property within the Community;

(i) Pay all taxes, special assessments and other assessments and charges which are or would become a lien on Association Property;

(j) Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Covenants, Bylaws, or rules in the Association's name, on behalf of the Association;

(k) To contract for and pay for construction or reconstruction of Association Property damaged or destroyed;

(l) To establish and levy assessments, as provided for under the Covenants and as budgeted, on all Members of the Association and to collect same and to establish and collect reasonable use charges in accordance with the Covenants for the use of any or all of the Association Property;

(m) Regulate the use, maintenance, repair, replacement, and modifications of Common Areas and Common Facilities;

(n) To perform all acts required of it under the Covenants and the Articles of Incorporation, and these Bylaws including but not limited to the collection of appropriate membership assessments (membership dues), fees and fines;

(o) To maintain a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles;

(p) To appoint such committees as it deems necessary from time to time in connection with the affairs of the Association.

7.2 Enforcement of Covenants, Bylaws and Rules and Regulations.

(a) See Covenant Enforcement Policy.

(b) If an owner or occupant of the community allegedly violates any of the governing documents (other than the requirement to pay assessments), the Architectural Control Committee or any other owner may file a complaint generally in the form of the Covenant

Violation Complaint Form posted on the website. The form must be done in writing with submitter's signature attached, anonymous complaints will not be considered. The Board will promptly evaluate and give notice to the owner (and occupant, if a different person) of the apparent violation and deadline for compliance in accordance with its governing documents and the urgency of the situation.

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7.3 Checks and Drafts. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be authorized by resolution of the Board of Directors.

7.4 Deposits. All funds of the Corporation not otherwise employed, including reserves for future expenses, shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select. The Board of Directors may invest reserves and other funds not required for current expenses in appropriate investments. All funds received by the Corporation shall be promptly deposited in the Corporation's account and all disbursements of the Corporation's funds shall be accounted for and recorded.

7.5 Records of the Corporation. The Corporation shall maintain and produce its records in accordance with its Rule or Policy on Records.

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ARTICLE VIII

MISCELLANEOUS

8.1 Corporate Year. The Corporation shall operate on a calendar year basis.

8.2 Public Disclosure. The Corporation shall provide to all members, at least once per year, a notice stating the name of the Corporation and a valid physical address and telephone number for both the Corporation and the Board of Directors. The notice shall include the name of the common interest community, the initial date of recording of the declaration, and the reception number or book and page for the main document that constitutes the declaration. If the Corporation's address changes, the Corporation shall notify all members within ninety days of the change. Such notices shall 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 email or mail or personal delivery.

8.3 Audit. At the discretion of the Board, the Board of Directors shall provide for the books of the Corporation to be audited or reviewed by a certified Public Accountant not on said Board at the end of each year.

8.4 Amendments to these Bylaws. The Board of Directors and Members shall each have the power to make, alter, amend, or repeal these Bylaws at any time by the affirmative vote of a majority of the entire number of Directors or Members. Such amendments shall become effective immediately unless the amendment specifies otherwise. At the next annual meeting following a change in the Bylaws by the Board, all Members shall be informed of any Bylaw changes.

8.5 Architectural Control Committee. An architectural control committee has been constituted under the Covenants. The Board of Directors shall designate a member of the Corporation, who may also be a member of the Board of Directors, to meet and consult with the architectural control committee and to act in an advisory capacity to said committee in connection with all deliberations of and activities of said

committee. Such representative shall have no right to vote with respect to any action to be taken by the architectural control committee.

8.6 Waiver of Notice. Whenever any notice is required to be given to any member or director of the Corporation under the provisions of these bylaws or under the provisions of the Articles of Incorporation or under the provisions of the laws of Colorado, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.7 Repeal of Previous Bylaws. These Bylaws shall supersede any and all previous Bylaws adopted by Chatfield East Property Owners Association, Inc.

Collection Policy

ARTICLE I

(Due Date, Late Fees, Interest, Itemized List, Designated Contact, Language Preference)

1. **Due Date.** Assessments are due on or before March 1st of each year. Assessments not received on or before the date due shall be past due. If the full amount of any past due assessment is not received by the Association within thirty (30) days of the due date, the assessment shall be considered delinquent.
2. **Late Fees.** When an assessment is delinquent, a late fee of up to \$25.00 per month, but in no event on a daily basis, shall be assessed to the delinquent account.
3. **Interest.** Delinquent assessments shall bear interest at the rate of eight percent (8%) per annum from the due date until paid in full.
4. **Itemized List.** For each Owner who has a delinquent balance owed to the Association, the Association shall send an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association. The Association shall send the itemized list as follows:
 - a. *Period:* On a monthly basis, until the Owner is no longer delinquent.
 - b. *Means of Sending:* To the Owner and, if applicable, to the Owner's designated contact by (i) first-class mail; and (ii) if the Association has the relevant e-mail address, by e-mail.
 - c. *Language Preference:* The itemized list shall be sent in English unless the Owner has indicated a preference for receiving correspondence and notices from the Association in another language, per Section 6 herein below. If the Owner indicates a language preference other than English, then the itemized list shall be sent in the language indicated.
 - d. *Designated Contact:* If the Owner has identified another person to serve as a designated contact for the Owner, per Section 5 herein below, then the Association shall also send a copy of the itemized list in English to the designated contact for the Owner.
 - e. *Courtesy Notices:* The itemized list may be included in one or more courtesy notices sent to the Owner prior to sending a Notice of Delinquency in accordance with Section 10 herein below.
5. **Designated Contact.** An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf for purposes of contact related to delinquency. If an Owner has identified a designated contact, the Owner and the Owner's designated contact must receive the same correspondence and notices any time communications are sent out. To identify a designated contact, an Owner must complete the attached Designated Contact Form, a blank copy of which is attached to this Policy, and return it to the Association by certified mail, return receipt requested.
6. **Language Preference for Delinquent Account.** An Owner may notify the Association if the Owner prefers that correspondences and notices sent to the Owner by the Association regarding the

Owner's delinquent account be in a language other than English. If the Owner does not notify the Association of a language preference, then the Association shall send all correspondences and notices to the Owner in English. If the Owner does notify the Association of a language preference, then the Association shall send all correspondences and notices related to the Owner's delinquent account to the Owner in English and in the language identified by the Owner as the Owner's preferred language.

NOTICE: The Association's obligation to provide notice and correspondence in a language other than English is expressly limited to notices and correspondences about an Owner's delinquent account and/or alleged violations that are sent to the Owner. The Association is not obligated to provide notices and correspondences to the Owner related to any other subject matter in a language other than English. To identify a preference that correspondence and notices from the Association be made in a language other than English, an Owner must deliver a written language preference request to the Association by certified mail, return receipt requested.

ARTICLE II

(Prior to Referral to Attorney or Collection Agency – Contact, Notices of Delinquency)

7. **Record of Contacts.** The Association shall maintain a record of any contacts with an Owner regarding a delinquency. These records shall include the following information:

- a. *Type of Communication:* The type of communication used to contact the Owner (e.g., letter by mail, e-mail, telephone call, text); and
- b. *Date and Time:* The date and time that the contact was made.

8. **Contact / Notices of Delinquency.** In the event of a delinquent assessment, the Association shall take the following steps:

Step	Action	When Action Taken (Not Earlier Than)
1.	Courtesy Notice, Itemized List.	Courtesy notice(s): at the discretion of the Board of Directors; itemized list: on a monthly basis when an account has an outstanding balance
2.	Notice of Delinquency. The Association shall alert the Owner of the delinquency by sending a Notice of Delinquency.	When an Owner has a delinquent account if a courtesy notice/itemized list has not already been sent to the Owner
3.	Referral Board Vote in Executive Session. The Association's Board shall vote on what action the Association will take, in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308(4)(e). See C.R.S. § 38-33.3-209.5(1.7)(a)(I)	If the Owner has not paid the delinquency within the time frame set forth in the Notice of Delinquency.

9. **Notice of Delinquency – Definition.** “Notice of Delinquency” means the written notice that an Association sends to an Owner to notify the Owner of any unpaid assessments, fines, fees, or charges that the Owner owes the Association, as required by C.R.S. § 38-33.3-209.5(1.7)(a)(I).

10. **Content of Notice of Delinquency.** The Notice of Delinquency must:

- a. Specify the total amount due, with an accounting of how the total was determined;
- b. Specify whether the opportunity to enter into a payment plan exists pursuant to C.R.S. § 38-33.3-316.3 and instructions for contacting the entity to enter into such a payment plan;
- c. Specify the name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt;
- d. Be written in English and in any language that the Owner has indicated a preference for correspondence and notices;
- e. Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges;
- f. If the Notice of Delinquency concerns unpaid assessments, the Notice of Delinquency must notify the Owner that unpaid assessments may lead to foreclosure; and
- g. Include:
 - i. A description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process for violations of the Association's governing documents established in accordance with C.R.S. § 38-33.3-209.5(1.7)(b); and
 - ii. A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association;
- h. State the following or similar statement, depending on whether more than one Notice of Delinquency will be sent: “Action is required to cure the delinquency. Failure to do so within thirty (30) days may result in your account being turned over to a collection agency, a lawsuit being filed against you, the filing of a lien against your property and foreclosure of a lien against your property if the delinquency is for unpaid assessments, or other remedies available under Colorado law. The Association may but is not required to exercise these remedies, except for foreclosure of a lien against your property, in small claims court if the amount at issue does not exceed \$7,500, exclusive of interest and costs;” and
- i. The Association may send more than one Notice of Delinquency.

11. **Means of Sending Notice(s) of Delinquency.** In sending the Owner or a designated contact a Notice of Delinquency, the Association shall send the Notice of Delinquency by the following means:

- a. Certified mail, return receipt requested;
- b. Physically post a copy of the notice of delinquency at the Owner's unit at least one (1) time if more than one Notice of Delinquency is sent; and
- c. One of the following means:

- i. First-class mail;
- ii. Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or
- iii. E-mail to an e-mail address that the Association has on file because the Owner has provided the e-mail address to the Association.

12. Owner's Mailing Address for Mail. All notices and correspondences shall be mailed to the address of the unit owned by the Owner that is within the Association's community. However, upon the written request of the Owner delivered to the Association personally, by certified mail, return receipt, postage prepaid, or any other form of delivery allowed by the Association, the Association will mail Notices of Delinquency to another address as set forth in the Owner's written request.

13. Board Vote in Executive Session. If the Owner has not paid the delinquency within the time frame set forth in the last Notice of Delinquency sent to the Owner, then the Association may take any or all of the following actions:

- a. Refer a delinquent account to a collection agency or attorney only if a majority of the Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308(4)(e);
- b. Send an additional Notice of Delinquency;
- c. File a claim in Small Claims Court, pursuant to C.R.S. § 38-33.3-209.5(9); or
- d. Take no current action to collect the delinquency, except that the Association's statutory lien may continue to encumber the Owner's property, subject to the six-year statute of limitations, pursuant to C.R.S. § 38-33.3-316(5).

ARTICLE III

(Payment Plans)

14. Legal Authority and Standard. The Association shall make a good-faith effort to communicate with an Owner to set up a payment plan that meets the requirements of C.R.S. § 38-33.3-316.3 and, if seeking foreclosure, §38-33.3-209.5(7)(a)(II), unless the Association is not obligated to negotiate or enter into a payment plan with an Owner.

15. Right to a Payment Plan. The Association is obligated to negotiate, coordinate, and enter into a payment plan with an Owner, unless:

- a. The Owner has previously entered into a payment plan with the Association under this Policy; or
- b. The Owner does not occupy the property and has acquired the property as a result of:
 - i. A default of a security interest encumbering the property; or
 - ii. Foreclosure of the Association's lien.

16. Minimum Period of Payment Plan and Minimum Installment Amount. The Association must permit the Owner to pay off the deficiency in installments over a period of at least eighteen (18)

months. The Owner may choose the amount of each installment payment as long as each installment payment is at least \$25.00 and the total amount owed is paid by within the eighteen (18) month period and the Owner remains current on payment of regular assessments.

17. Failure to Comply with Payment Plan. An Owner fails to comply with the terms of the payment plan if the Owner fails:

- a. To remit payment of three (3) or more agreed-upon monthly installments within fifteen (15) days after the monthly installments were due; or
- b. To remain current with regular assessments as they come due during the eighteen-month agreed-upon payment period.

18. Effect of Failure to Comply with Payment Plan. If an Owner fails to comply with the terms of his or her payment plan, the Association may pursue legal action against an Owner without further notice to the Owner.

ARTICLE IV

(Remedies)

19. Remedies. The remedies available to the Association to collect on an Owner's delinquent account include:

- a. Recording a notice of assessment lien against a delinquent Owner's property, in addition to the Association's statutory lien;
- b. Bringing an action at law for entry of a money judgment in favor of the Association and against a delinquent Owner;
- c. Bringing an action for appointment of receiver, pursuant to C.R.S. § 38-33.3-316(9);
- d. Bringing an action for foreclosure of the Association's lien against the property of the delinquent Owner;
- e. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interest;
- f. File a claim in Small Claims Court, pursuant to C.R.S. § 38-33.3-209.5(9); and
- g. Turning over a delinquent account of an Owner to a collection agency or attorney.

ARTICLE V

(Foreclosure of Association Lien)

20. Conditional Right to Foreclose. The Association shall not commence a legal action to initiate a foreclosure proceeding based on an Owner's delinquency in paying assessments unless:

- a. The balance of the assessments and charges secured by its lien equals or exceeds six (6) months of common expense assessments based on a periodic budget adopted by the Association;
- b. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis;

- c. The Association has complied with each of the requirements in C.R.S. § 38-33.3-209.5 and 316.3 related to an Owner's delinquency in paying assessments;
- d. The Association has provided the Owner with a written offer to enter into a repayment plan pursuant to C.R.S. § 38-33.3-316.3(2) that authorizes the Owner to repay the debt in monthly installments over eighteen (18) months. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00); and
- e. Within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Owner has either:
 - i. Declined the repayment plan. An Owner declines a payment plan by failing to accept in writing the Association's offer to enter into a payment within thirty (30) days from the date of the Association's written offer; or
 - ii. After accepting the repayment plan, the Owner failed, on at least three (3) separate occurrences, to pay a monthly installment within fifteen (15) days after the monthly installment was due or fails to pay ongoing assessments levied following the acceptance of the payment plan.

21. Conditions Under Which Foreclosure is Prohibited. The Association shall not:

- a. Foreclose on an assessment lien if the debt securing the lien consists only of one or both of the following:
 - i. Fines that the Association has assessed against the Owner; or
 - ii. Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines; or
- b. Commence a foreclosure action based only on outstanding fees, charges, late charges, attorney fees up to the maximum amount authorized, fines, and/or interest.

ARTICLE VI

(Referral to Attorney)

22. Post-Referral Communication. After an Owner's delinquent account has been referred to the Association's attorney (hereinafter "Association Attorney") for legal action, the Owner and, if applicable, the Owner's designated contact shall direct all communications regarding the delinquent account to the Association Attorney.

23. Association Attorney Demand Letter. The Association Attorney shall mail a demand letter to the address of the property within the Association's community owned by the delinquent Owner, if any.

24. Action After Attorney Demand Letter – Delinquency Cured. If the amount set forth in the Association Attorney demand letter is received by the Association Attorney by the date set forth in such demand letter, the Association Attorney shall take no further action and shall return the account back to the Association.

25. **Action After Attorney Demand Letter – Delinquency Not Cured - Lawsuits.** If the Owner fails to timely pay the full amount set forth in the initial demand letter, the Association Attorney may file a lawsuit in County Court or District Court against the Owner. In the alternative, or in addition thereto, the Association Attorney may also pursue the other remedies set forth above in Article IV (Remedies). Lawsuits shall set forth the sum of alleged delinquent assessments, late fees, costs of collection, attorney fees, court costs, and any other expenses due as of the approximate date of the lawsuit. Lawsuits shall be prosecuted as the Association Attorney deems appropriate.

26. **Attorney Fees.** Except to the extent limited by Colorado law, the Association is entitled to costs and reasonable attorney fees that the Association incurs in collecting a delinquency under this Policy.

ARTICLE VII

(Application of Payments, Restrictive Endorsement, Accord and Satisfaction,
Returned-Check Charge, No Setoff, and Miscellaneous)

27. **Application of Payments.** Payments received by the Association or the Association Attorney shall be applied in the following order, as may be applicable:

- a. To the regular assessments owed, with partial payments being applied first to the oldest delinquent assessment and then continuing until the most recent assessment is paid;
- b. To any special assessments levied and owed;
- c. To attorney fees and legal costs and expenses;
- d. To the Association's other out-of-pocket costs, expenses and charges associated with the delinquency;
- e. To fines levied by the Association with regard to the delinquency or other violations of the Association's governing documents, regardless of when incurred;
- f. To late fees; and
- g. To interest.

28. **Restrictive Endorsement.** If an Owner intends to satisfy the entire debt of the Association by restrictive indorsement on a check or money order for an amount less than the full balance then due on the Owner's delinquent account, that check or money order must be delivered to the Association Attorney by prepaid certified mail, return receipt requested. Any payment of less than the outstanding balance that contains a writing that the Association's representatives, including but not limited to the Association Attorney, believe could be a restrictive endorsement or any other restriction, including an accord and satisfaction, on the receipt of the funds, or that is accompanied by any letter, note or other communication that could be considered a restrictive endorsement or any other restriction on the receipt of the funds may, at the discretion of the Association Attorney, be returned.

29. **Returned-Check Charge.** If a check or other instrument tendered to the Association is returned or dishonored for any reason, the Association may charge a returned check fee of up to \$20.00. Additionally, or in the alternative, the Association may pursue all other remedies available at law that may be applicable, including the right to seek treble damages plus costs and attorneys' fees.

30. **Collection Costs.** The Association may require reimbursement of collection costs incurred by the Association as a result of an Owner's failure to timely pay assessments or any money or sums due to the Association. Collection costs include, but are not limited to, mailing fees, the cost of posting notice at an Owner's Lot, and collection services provided by the Association's agent.

31. **No Setoff.** In the event of any legal action brought to collect delinquent assessments, an allegation that the Association has failed to comply with the terms of the Association's governing documents, including this Collection Policy, shall not constitute a defense for non-payment or entitle the Owner to a setoff of any assessments owed.

32. **Effective Date.** This Policy shall control the actions of the Association and Owners from the effective date of this Policy and going forward. This policy shall replace all previous policies, rules, and regulations regarding the subject matter of this Policy from the effective date of this Policy and forward, subject to the right of the Board to amend this Policy. Any transactions or conduct that occurred prior to the effective date of this Policy, but which were related to the subject matter of this Policy, shall be controlled by the policy, rule or regulation that was in effect at the time the conduct or transaction occurred or was supposed to occur.

33. **Terms.** Any terms not identified in this Policy shall have the meaning given them in the Association's recorded Declaration, together with all amendments and supplements thereto.

34. **Savings Clause; Reformation.** If a Court finds that any portions of this collection policy unenforceable, the Court shall reform this policy to the least extent necessary to give effect to the intent of this collection policy. In such event, all remaining portions of this collection policy shall remain in force and effect.

35. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Conduct of Meetings Policy

Meetings of the Members/ Meetings of the Board

1. All regular and special meetings of the Members and meetings of the Board are open to all Members of the Association or to any person designated in writing as a Member's representative ("Designated Representative"). At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Members or their Designated Representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue but may place reasonable time restrictions on those persons speaking during the meeting.

Voting

2. Votes for positions on the Board shall be taken by secret ballot. At the discretion of the Board or upon the request of one or more Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the common interest community on which all Owners are entitled to vote shall be by secret ballot.
3. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of Owners participating in such vote.

Legal Matters

4. Upon the final resolution of any matter for which the Board has received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.
5. Audio and video recording of Board or Member meetings is prohibited. Notwithstanding the foregoing, the official record-keeper at any meeting may, at the discretion of the Board, record the proceedings of that meeting for record-keeping purposes. The audio or video tapes of any meeting kept by the official record-keeper shall be retained until such time as the information has been memorialized in the minutes of said meeting and such minutes have been adopted by the Board. Any audio or video tapes shall be retained by the Association until such time as the Board has adopted the minutes for the recorded meeting.

Executive Session

6. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or

closed-door session during any regular or special Board meeting and may restrict attendance to Board members and such other persons requested by the Board. The matters to be discussed at such an executive session are limited to:

- a. Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;
 - b. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - c. Investigative proceedings concerning possible or actual criminal misconduct;
 - d. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
 - e. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding an Owner and any referral of delinquency; except that an Owner who is the subject of a disciplinary hearing or a referral of delinquency may request and receive the results of any vote taken at the relevant meeting; and
 - f. Review of or discussion relating to any written or oral communication from legal counsel.
7. Prior to convening an executive session, the Board or committee thereof, as may be applicable, shall announce the general matters to be discussed in the executive session. No rule or regulation may be validly adopted during an executive session.

Etiquette / Remediating Disruptive Behavior

8. At either a meeting of the Members or the Board, if a member refuses to stop talking after his/her allotted time has ended or otherwise disrupts the meeting, the chair of the meeting shall be entitled to request that the speaker cease speaking. If the speaker continues to speak or continues to be disruptive during the remainder of the meeting, the Board may vote to adjourn the meeting. In the alternative, or in addition to adjourning the meeting, the chair of the meeting, in the exercise of his/her reasonable discretion shall be entitled to contact law enforcement and request that the disruptive person be removed from the meeting.
9. This Policy shall replace and supersede all previous policies, rules, and regulations regarding the subject matter of this Policy.
10. In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

Covenant Enforcement Policy

I. DEFINITIONS, ENFORCEMENT & SCOPE, PURPOSE

1. Definitions.

- a. As used in this policy, the term "Board" shall mean the Board of Directors, any committee of the Board, or any other body established by the Association's Governing Documents such as, but not limited to, an independent architectural control committee.
- b. The term "Owner" used in this policy shall refer to the Owner of record. If the person causing the violation is a guest, tenant, family member, or invitee or licensee of an Owner, then the Owner shall be responsible for the act or omission.
- c. As used in this policy, the term "Governing Documents" shall include the Association's Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Policies, and Resolutions.
- d. The term "Notice of Violation" shall refer to the notice sent in the manner and containing the information as required in Article III or Article IV herein.
- e. "Continuing Violation" shall mean any violations that do not threaten public safety or health and are either: 1) uninterrupted by time for a period of more than sixty (60) days from the Notice of Violation, or 2) occur on more than three separate occasions within a period of sixty (60) consecutive days from the Notice of Violation.
- f. The term "Courtesy Notice" shall refer to any communication other than a Notice of Violation, in whatever manner or form, to an Owner notifying the Owner of a violation of the Association's Governing Documents.

2. **Enforcement & Scope.** Pursuant to the Protective Covenants of Chatfield East ("Declaration") and pursuant to the Colorado Common Interest Ownership Act ("Act"), the Association or any member of the Association, or both, may bring an action to enforce the terms of the Association's covenants and rules. The collection of delinquent assessments shall be governed by the Association's Collection Policy. All capitalized terms not herein defined shall be as defined as in the Declaration.

3. **Purpose.** The Association's primary objective is to uphold the terms of the Declaration and other Governing Documents that benefit the community at large. To the extent that a neighbor-to-neighbor dispute exists that is not a violation of the Association's Governing Documents, the Board encourages the neighbors to resolve the dispute in an informal and cooperative manner if possible.

II. INITIAL COMPLAINT

1. **Complaint of Alleged Violation.** In the event that a claimed violation of the Association's Governing Documents is brought to the Board's attention through a written complaint, the Board shall review the written complaint. Any complaint submitted to the Board shall be sufficiently detailed to provide the provisions of the Governing Documents alleged to have been violated together with the time, date, and place of the violation and any witnesses thereto. The Board may, but need not, review claimed violations that are submitted anonymously or verbally. The Board may also prosecute alleged violations of the Association's Governing Documents without receipt of a written complaint if one or

more of the Board members or the Association's manager or agents have personal knowledge of an alleged violation.

2. **Initial Determination After Receipt of Complaint.** After the Association receives a complaint or otherwise becomes aware of an alleged violation as set forth above in Section 1 of this Article, the Association, either through the Board or the Association's manager, shall take the following action:

- a. Determine whether there is sufficient information to support an alleged violation of the declaration, bylaws, covenants, or other Governing Documents of the association; and
- b. Determine whether the alleged violation threatens the public safety or health.

3. **Designated Contact.** An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf for purposes of contact related to the alleged violation. If an Owner has identified a designated contact, the Owner and the Owner's designated contact must receive the same correspondence and notices any time communications are sent out. To identify a designated contact, an Owner must complete the attached Designated Contact Form, a blank copy of which is attached to this Policy and return it to the Association by (a) certified mail, return receipt requested, and (b) e-mail.

4. **Language Preference.** An Owner may notify the Association if the Owner prefers that correspondences and notices sent to the Owner by the Association regarding the Owner's alleged violation be in a language other than English. If the Owner does not notify the Association of a language preference, then the Association shall send all correspondences and notices to the Owner in English. If the Owner does notify the Association of a language preference, then the Association shall send all correspondences and notices related to the Owner's alleged violation to the Owner in English and in the language identified by the Owner as the Owner's preferred language. NOTICE: The Association's obligation to provide notice and correspondence in a language other than English is expressly limited to notices and correspondences about an Owner's alleged violation that are sent to the Owner. The Association is not obligated to provide notices and correspondences to the Owner related to any other subject matter in a language other than English. To identify a preference that correspondence and notices from the Association be made in a language other than English, an Owner must deliver a written language preference request to the Association by certified mail, return receipt requested.

III. VIOLATIONS THAT THREATEN THE PUBLIC SAFETY OR HEALTH

If the Board or manager reasonably determines the violation threatens the public safety or health per Article II, Section 2:

1. **Notice of Violation.** The Association will promptly provide a written Notice of Violation, in English and in any language for which the Owner has indicated a preference, to the Owner and the Owner's Designated Contact. If the person causing the violation is a guest, tenant, family member, or invitee or licensee of an Owner, then the Owner shall be responsible for the act or omission. The Association may, but need not, send a notice to the person causing the violation if such person is not also an Owner.

2. **Content of Notice of Violation.** The Notice of Violation shall:

- a. State with reasonable detail the circumstances of the claimed violation as known by the Board or manager;
- b. State the action or actions required to cure the alleged violation;
- c. State the interval upon which fines may be levied for the violation;
- d. Inform the Owner that the Owner shall have seventy-two (72) hours to cure the violation before the Association may pursue fines; and
- e. Provide the Owner an opportunity for a hearing before the Board to refute the complaint as provided in Article V below.

3. **Means of Sending the Notice of Violation.** In addition to sending the notice to any Designated Contact, the notice of violation shall be sent to the Owner at the address registered with the Association, and if no such address is registered, then to the address of the Owner's Lot within the Association's community. All notices shall be delivered by first class mail, postage prepaid. The Association, upon the written request of the Owner delivered to the Association personally, by certified mail, return receipt, postage prepaid, or any other form of delivery allowed by the Association, will mail the notice of violation to another address as set forth in the Owner's written request.

4. **Inspection.** After the seventy-two (72) hours' notice period expires, the Association may, to the extent permitted under the Association's Governing Documents and/or the law, inspect the Lot or area where the violation is alleged to have taken place to determine whether or not the violation has been cured.

- a. If the Association determines that the violation has not been cured, the Association may proceed to fine the Owner and/or pursue legal action as needed and/or pursue all other remedies allowed in the Association's Governing Documents or at law.
- b. If the Association determines that the violation has been cured, the Association shall notify the Owner, in English and any other language that the Owner has indicated a preference, that the Owner will not be fined.

5. Requesting a hearing does not preclude or prevent the Association from entering the Lot to conduct necessary measures to abate the violation(s) as described in this Article VI of this policy to the extent permitted by the Declaration.

6. Nothing in this Article III shall preclude the Association from assessing any costs incurred by the Association in either remediation of the violation or repair of damage to the Common Elements or one or more Lots.

IV. VIOLATIONS THAT DO NOT THREATEN THE PUBLIC SAFETY OR HEALTH

If the Board or manager reasonably determines the violation does not threaten the public health or safety per Article II, Section 2:

1. **Notice of Violation.** The Board shall send a notice, in English and in any language for which the Owner has indicated a preference, to the Lot Owner and the Owner's Designated Representative. If the person causing the violation is a guest, tenant, family member, or invitee or licensee of an Owner, then

the Owner shall be responsible for the act or omission. The Board may, but need not, send a notice to the person causing the violation if such person is not also an Owner.

2. **Content of Notice of Violation.** The notice of violation shall:
 - a. State with reasonable detail the circumstances of the claimed violation as known by the Board;
 - b. State the action or actions required to cure the alleged violation;
 - c. State the interval upon which fines may be levied for the violation;
 - d. Provide the Owner an opportunity for a hearing before the Board to refute the complaint as provided in Article V below;
 - e. Inform the Owner that the Owner has an initial thirty (30) day period in which to cure the violation or the Association may, after conducting an inspection and determining the Owner has not cured the violation, fine the Owner; and
 - f. Inform the Owner that the Association may continue to fine and also pursue legal action against the Owner if the violation remains uncured after a second thirty (30) day period and inspection by the Association.

3. **Means of Sending the Notice of Violation.** In addition to sending the notice to any Designated Contact, the Notice of Violation shall be sent to the address registered with the Association, and if no such address is registered, then to the address of the property within the Association's community owned by the Owner. All notices shall be sent by certified mail, return receipt requested.

4. **Uncured Violation after Initial Thirty (30) Days.** Upon the expiration of the thirty (30) days and unless the Owner has provided satisfactory visual evidence that the violation has been cured prior to that date, the Association shall inspect the Lot within seven (7) days. If the Association's inspection determines that the violation has not been cured, the Association may issue fines to the Owner, and a second thirty (30) day period to cure shall commence. The Association may, but is not required to, send a second Notice of Violation. The Association also may, but is not required to, send a Courtesy Notice of the uncured violation to the Owner.

5. **Uncured Violation after the Second Thirty (30) Days** Upon the expiration of the second thirty (30) day cure period and unless the Owner has provided visual evidence that the violation has been cured prior to that date, the Association shall inspect the Lot within seven (7) days. If the Association's inspection determines that the violation has not been cured, the Association may take legal action and/or continue to fine the Owner.

6. **Courtesy Notices.** At any time, the Association may, but is not required, to send a Courtesy Notice of the violation informing the Owner of the violation. The Association may send the Courtesy Notice in any manner chosen by the Board.

V. FAIR AND IMPARTIAL FACT-FINDING HEARING AND DETERMINATION

1. **Requesting and Scheduling Hearing.** If the Owner charged with a violation timely responds in writing and requests a hearing, a hearing shall be set and written notice of the date, time, and place of hearing shall be provided to the Owner.

2. **Fair And Impartial Fact-Finding Process.** If a hearing is held, it will include a fair and impartial fact-finding process concerning whether the violation occurred and whether the Owner is the one who should be held responsible for the violation.

3. **Decision Makers.** The hearing will be held before the Board or a committee having authority to make a decision but the people making the decisions shall not have any direct personal or financial interest in the outcome. A decision maker will not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.

4. **No Request for Hearing.** If the Owner does not respond in writing with a request for a hearing within the time frame set forth in the Notice(s) of Violation, then the Board or committee will make its determination based on the facts available and the Board or committee may impose a fine or penalty.

5. **Hearing Procedure.** The procedure to be followed at a hearing shall be as follows:

- a. The President of the Board or committee chair or their designee shall be the chairperson of the meeting ("Chair"). The Chair shall conduct the hearing and shall recognize people prior to them speaking and shall direct them to stop speaking as the chair deems appropriate. At the conclusion of the hearing, the Board or committee may, but need not, make a final decision at the hearing. In any case, the Board or committee shall send written notice of its decision to the Owner within a reasonable time after the meeting. Any fine, penalty, or suspension of privileges shall not take effect until at least five (5) days after the decision.
- b. If any person present at the hearing continues to speak or continues to be disruptive during the remainder of the meeting, the decision maker may vote to adjourn the hearing. In the alternative, or in addition to adjourning the hearing, the chair, in the exercise of his/her reasonable discretion shall be entitled to contact law enforcement and request that the disruptive person be removed from the hearing.

VI. FINE INTERVAL SCHEDULE

1. **Violations that Threaten the Public Health and Safety.** The Board or committee shall exercise its discretion with regard to the amount of any particular fine levied. The Association may impose a fine every other day.

2. **Violations that Do Not Threaten the Public Health and Safety.** The Board or committee shall exercise its discretion with regard to the amount of any particular fine levied but shall be limited to the following fine schedule in cases of violations which, in the Association's sole discretion, do not threaten the public health and safety:

- a. **First Violation** of the Governing Documents occurring within a one calendar year period, uncured after the Association's inspection within seven (7) days following the expiration of the initial thirty (30) day period stated in the Notice of Violation establishing that the violation has not been cured: fine not to exceed \$100.00;
- b. **Second Violation** of the Governing Documents occurring within a one calendar year period of the first violation, uncured after the Association's inspection within seven (7) days following the expiration of the initial thirty (30) day period stated in the Second Notice of Violation establishing that the violation has not been cured: fine not to exceed \$150.00;
- c. **Third and Subsequent Violations** of the Governing Documents occurring within a one calendar year period of the Second Violation, uncured after the Association's inspection within seven (7) days following the expiration of the initial thirty (30) day period stated in the Third (or subsequent) Notice of Violation establishing that the violation has not been cured: fine not to exceed \$250.00; and
- d. **Continuing Violations** of the Governing Documents as defined in Article I herein: a fine imposed every other day not to exceed \$500.00 in total for the violation.

3. **Damages.** The above-listed fine schedule shall not limit the Association's ability to assess the Owner for any damages including but not limited to costs incurred by the Association to cure the violation arising from the Owner's violation of the Governing Documents.

4. **Enforcement Action Other Than Fines.** Notwithstanding anything in this policy to the contrary, the Association shall have the right, at any time and without proceeding through the steps outlined herein and without regard to the fine schedule, to take the following action as the Board deems appropriate and if allowed by the Governing Documents of the Association:

- a. Enforce the provisions of the Governing Documents through court action;
 - i. For a threat to public health and safety, after 72 hours following Owner's failure to comply after receiving written Notice of the Violation as described in Article I herein above.
 - ii. For any other violation, after the Notice of Violation and the two thirty (30) day cure periods have elapsed with the violation not having been cured pursuant to Section 4 and 5 of Article IV herein above.
- b. Suspend the Owner's membership privileges, voting privileges, and/or rights to use the Common Elements.
- c. Exercise self-help.
- d. Request that the court appoint a receiver to take possession of the Lot and exert control over the Lot in accordance with the court's order.

Nothing in this section constitutes an election of remedies nor precludes the Board from levying fines as set forth above while at the same time seeking injunctive relief for violations of a

continuing nature or violations that affect the health, safety, or welfare of the residents or the property pursuant to the Act. The prevailing party to any action shall be entitled to recover its costs, expenses and reasonable attorneys' fees.

VII. GENERAL PROVISIONS

1. Notice of Cured Violation. For any violation that is deemed cured either by the Owner submitting notice of the cure to the Association with satisfactory visual evidence and subsequently verified by the Association or as determined by the Association, the Association shall send a written notice to the Owner that includes the following: (1) confirmation that the violation was cured; (2) notice that fines may have been assessed against the Owner for the violation; (3) notice that fines shall not be further assessed with regard to the violation; (4) notice of any outstanding balance owed to the Association or a statement that the Owner's outstanding balance owed to the Association shall be sent to the Owner within the next thirty (30) days. If the Owner's outstanding balance is not provided with the cured violation notice, then the notice must also include information regarding how the Owner may obtain information related to the Owner's outstanding balance.

2. Address for Notices. All notices and correspondences shall be mailed to the address of the Lot owned by the Owner that is within the Association's community. However, upon the registration/written request of the Owner delivered to the Association by certified mail, return receipt, postage prepaid, or any other form of delivery allowed by the Association, the Association will mail notices and other correspondence to another address as set forth in the Owner's written request.

3. No Waiver. Failure of the Association to enforce its Governing Documents pursuant to this Policy shall not constitute a waiver of the right to enforce the same thereafter.

4. Enforcement Costs. The Association may require reimbursement for enforcement costs incurred as a result of an Owner's violation of the Governing Documents. Enforcement costs include, but are not limited to, mailing fees, the cost of posting notice at an Owner's Lot, and enforcement services provided by the Association's agent.

5. Effective Date. This Policy shall control the actions of the Association and Owners from the effective date of this Policy and going forward. This policy shall replace all previous policies, rules, and regulations regarding the subject matter of this Policy from the effective date of this Policy and forward, subject to the right of the Board to amend this Policy. Any transactions or conduct that occurred prior to the effective date of this Policy, but which were related to the subject matter of this Policy, shall be controlled by the policy, rule or regulation that was in effect at the time the conduct or transaction occurred or was supposed to occur.

6. Savings Clause; Reformation. In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

7. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

RULES
OF
CHATFIELD EAST PROPERTY OWNERS ASSOCIATION, INC.

Rule 1. Adopting and Amending Rules

- 1.1 After due consideration, the Board will draft or cause to be drafted proposed rules and/or amendments of rules (“proposed rules”) for the Board’s proposed rulemaking.
- 1.2 At a regular or special Board meeting, the Board will act upon the proposed rules upon proper motion, second, and discussion by the Board members only (and any other persons only as specifically requested by the Board) and will adopt, reject, amend, or otherwise act upon the proposed rules by a majority vote of a quorum of the Board.
- 1.3 Upon adoption of the final rules, as the rules may be amended by the Board, the Board shall mail by regular first class mail or hand deliver the rules as adopted to the owners at their addresses of record with the Association or publish the rules on the CEPOA.org website.
- 1.4 The rules will be numbered and will show the date each rule is effective.
- 1.5 The Association shall maintain the current, effective rules in an orderly manner so that owners and Board members may readily access the rules.

Commented [MG22]: 2018 Bylaws Amendment

Effective 3/27/2015

Rule 2. Repealed.

Commented [MG23]: 2023 Bylaws Amendment

Rule 3. Repealed.

Commented [MG24]: 2023 Bylaws Amendment

Rule 4. Association Records: Maintenance, Retention, and Production; Insurance; Audits and Reviews; Education of Members.

4.1 The Association will maintain, retain, and produce Association records in accordance with law and the Association’s governing documents, including the declaration, articles of incorporation, bylaws, and this Rule. This Rule conforms with Colorado Revised Statutes 38-33.3-209.4, -209.5, and -317, as amended.

4.2 All Association records must be maintained in a form that allows conversion into written form in a reasonable time.

4.3 The following records will be maintained at the Association’s principal office as described in the records of the Colorado Secretary of State and shall be considered the sole records of the Association for purposes of document retention and production to owners:

- 4.3(a) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
- 4.3(b) Records of claims for construction defects and amounts received pursuant to settlement of those claims;

4.3(c) Minutes of all meetings of owners and the Board, a record of all actions taken by the owners or the Board without a meeting, and a record of all actions taken by any committee of the Board;

4.3(d) Written communications among, and votes cast by the Board members that are: (a) directly related to an action taken by the Board without a meeting pursuant to CRS 7-128-202, or (b) directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;

4.3(e) The names of owners in a form that permits preparation of a list of names of all owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each owner is entitled to vote;

4.3(f) Its current Declaration, Covenants, Articles of Incorporation, Bylaws, Rules and Regulations, responsible Governance Policies adopted pursuant to CRS 38-33.3-209.5, and other policies adopted by the Board;

4.3(g) Financial statements as described in CRS 7-136-106 for the past three years and tax returns of the Association for the past seven years, to the extent available;

4.3(h) A list of the names of its current Board members and officers and a means on the Association's website to contact said Board members;

4.3(i) its most recent annual report delivered to the Secretary of State, if any;

4.3(j) Financial records sufficiently detailed to enable the Association to comply with CRS 38-33.3-316(8) concerning statements of unpaid assessments, to be sent by certified mail, return receipt requested, so they are received by requesting party within 14 days of Association's receipt of request;

4.3(k) The Association's most recent reserve study, if any;

4.3(l) Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

4.3(m) Records of the Board or Committee actions to approve or deny any requests for design or architectural approval from owners;

4.3(n) Ballots, proxies, and other records related to voting by owners for one year after the election, action, or vote to which they relate;

4.3(o) Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and

4.3(p) All written communications within the past three years to all owners generally as owners.

4.4 An owner or owner's authorized agent may inspect any copy Association records during normal business hours if the owner or authorized agent has submitted a written request, describing with reasonable particularity the records sought, at least 10 days prior to the inspection or production of documents. The Association's "Request to Inspect Records" form is attached to and made a part of this Rule. The Association may not condition the production of records upon the statement of a proper purpose.

4.5 Notwithstanding the Rule above, 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 the consent of the Board. Without limiting the generality of this Rule, without the consent of the Board, a membership list or any part thereof may not be:

Commented [MG25]: 2023 Bylaws Amendment

- 4.5(a) Used to solicit money or property unless such money or property will be used solely to solicit the votes of owners in an election to held by the Association;
- 4.5(b) Used for any commercial purpose; or
- 4.5(c) Sold to or purchased by any person.

4.6 Records maintained by the Association may be withheld from inspection and copying to the extent that they are or concern:

- 4.6(a) Architectural drawings, plans, and designs, unless released upon written consent of the legal owner of the drawings, plans, or designs;
- 4.6(b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
- 4.6(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- 4.6(d) Disclosure of information in violation of law;
- 4.6(e) Records of an executive session of the board; or
- 4.6(f) Individual lots other than those of the requesting owner.

4.7 Records maintained by the Association are not subject to inspection and copying, and must be withheld, to the extent that they are or concern:

- 4.7(a) Personnel, salary, or medical records relating to specific individuals; or
- 4.7(b) (I) Personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers; except that, notwithstanding CRS Section 38-33.3-104, a member or resident may provide the Association with prior written consent to the disclosure of, and the Association may publish to other members and residents, the person's telephone number, electronic mail address, or both. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal. The Association's "Member Contact Information Form" is attached to and made a part of this Rule.

(II) As used in this Section 4.7(b), written consent and notice of withdrawal of the consent may be given by means of a "record," as defined in the "Uniform Electronic Transactions Act," if the parties so agree in accordance with CRS Section 24-71.3-105.

Commented [MG26]: 2023 Bylaws Amendment

4.8 The Association will impose a reasonable charge, which may be collected in advance and will cover costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records.

4.9 A right to copy records under this Rule includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request of an owner.

4.10 The Association is not obligated to compile or synthesize information.

4.11 Association records and the information contained within those records shall not be used for commercial purposes.

4.12 Upon request, the selling lot owner shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the Association's usual charge pursuant to the Rule above, all the common interest community's governing documents and financial documents, as listed in the most recent version of the contract to buy and sell real estate promulgated by the real estate commission as of the date of the contract.

4.13 Audits or reviews of the books and records of Association shall be done at the discretion of the Board or upon owner request as follows:

4.13(a) An audit is required only if the Association has annual revenues or expenditures of at least \$250,000 and owners of at least one-third of the lots represented by the Association request an audit.

4.13(b) A review is required only when requested by the owners of at least one-third of the lots represented by the Association.

4.13(c) Copies of audits or reviews shall be available on request to any owner 30 days after completion.

4.14 Within 90 days after the change of any of the following, the Association will give written notice to the owners of the following items by first class mail, personal delivery, a binder at the principal place of business, or on the Association's website:

4.14(a) Names of the Association and the common interest community

4.14(b) Name and address of management company, if any

4.14(c) Physical address and phone number for the Association and the designated agent or management company

4.14(d) Date of recording of the Declaration and recording information

4.15 Within 90 days after the end of each fiscal year, the Association will give written notice to the owners of the following items by email, first class mail, personal delivery, a binder at the principal place of business, or on the Association's website:

4.15(a) Date the Association's fiscal year begins

4.15(b) Operating budget for the current year

4.15(c) List of current regular and special assessments, by lot type

4.15(d) Annual financial statements, including reserves

4.15(e) Results of most recent audit or review

4.15(f) List of all Association insurance policies (property, general liability, director and officer liability, fidelity), including companies, policy limits and deductibles, additional insureds, and expansion dates

4.15(g) Association's bylaws, articles, and rules and regulations

4.15(h) Minutes of board and member meetings for prior fiscal year

4.15(i) Association's "Responsible Governance Policies" (contained in bylaws, rules, and policies)

Commented [MG27]: 2023 Bylaws Amendment

4.16 The Association encourages education on good governance for the members of the Board. Upon submission prior to the seminar or course, the Board may approve payment of expenses for education for individual members of the Board if the education is directly related to good Association operations within the common interest community.

Effective 6/1/2013

Rule 5. Reserve Study, Funding Plan, and Sources of Funding

As reasonably determined from time to time, the Association may prepare or have prepared a competent reserve study to show the required reserve funds for the portions of the community maintained, repaired, replaced and improved by the Association. This may include such items as recreation areas, bridle paths, flood plains, walks, parking areas, signage, drives, concrete and asphalt, and other substantial improvements to the identified portions of the community. An internally conducted reserve study shall be sufficient. If a reserve study is prepared, it shall state whether there is a funding plan, projected sources of funding, and whether the reserve study is based on a physical analysis and financial analysis.

Effective 3/27/2015

Rule 6. Investment of Reserve Funds

6.1 The officers, Board members, managing agent, attorney, and accountant employed by the Association will be subject to the standards of conduct set forth in CRS 7-128-401 regarding the investment of reserve funds. Reserve funds shall be invested in one or more accounts separate from the general operating account of the Association. Further, the reserve funds shall be invested in conservative accounts with a small possibility of loss to the Association. The majority of the reserve funds shall be deposited in accounts and amounts that are fully insured against loss by an agency of the US government.

6.2 Any and all persons who have access to the reserve funds shall have fidelity insurance covering the Association against dishonesty of such persons in the full amount of the funds in those accounts.

Effective 3/27/2015

Rule 7. Alternative Dispute Resolution

7.1 Whenever a dispute arises between the Association and any owner, the Association and the owner are encouraged to try to resolve the dispute by methods other than court action (litigation).

7.2 When the Association is collecting past due assessments or dues, the Association or its Managing Agent sends warning or "delinquency letters" to the owner to inform the owner of the amount owed and to encourage the owner to pay without litigation. If the Association is enforcing its governing documents, the Association will give notice to the owner of the alleged violation in an effort to avoid litigation by having the owner comply with the governing documents.

7.3 If the Association and the owner agree, their dispute may be submitted to mediation before any lawsuit is filed. The written, signed agreement submitting their dispute to mediation shall state who the mediator will be, that the parties will pay their share of the mediator's fees, and will provide a time limit for conducting the mediation. If no mediation is held within that time period, and no agreement extending the time is signed, either side is free to file suit.

7.4 If the dispute is resolved through mediation, the parties shall sign a written settlement agreement. The settlement agreement will usually state that the agreement will be enforceable by the courts in the event either side violates the terms of the agreement.

7.5 Mediation shall not be used in situations involving an imminent threat to the peace, health, or safety of the community.

7.6 Mediation is highly recommended but not mandatory before proceeding with litigation. If either the Association or the owner chooses not to attempt a resolution of their dispute through mediation, the party may file a lawsuit to resolve the issue.

Effective 3/27/2015

Rule 8. Insurance Claim, Adjustment, and Deductible Procedures

The insurance Rule supersedes any prior Association policy or rule relating to insurance.

8.1 The Association is not required and does not maintain property insurance (casualty insurance) to cover damage or loss to any improvements, fixtures, decorating, furniture, furnishings, appliances, or other personal property supplied, installed, or stored by the Owners within the Lot. The Association strongly recommends that Owners obtain and maintain casualty insurance to cover those items that the Association does not cover.

8.2 Section 38-33.3-313(6) of Colorado Revised Statutes allows an association to adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and other matters of claim adjustment. To the extent that the Association settles a claim for damage to real property, it shall have the authority to assess all Association-paid deductibles to negligent Owners causing such loss. The Board of Directors, after providing the Owner with notice and an opportunity to be heard, may assess the applicable deductible to the Owner provided there is evidence that the damage was attributable to the actions or omissions of the Owner.

8.3 The notice and opportunity to be heard as required above shall be consistent with the notice and hearing procedures outlined in the Association's Enforcement Policy.

8.4 Any deductible assessed against an Owner shall be collectible in the same manner as the common expense assessments.

8.5 In accordance with Section 10-4-110.8 of Colorado Revised Statutes, the below procedures shall apply to all Owner-initiated insurance claims against the insurance policy maintained by the Association, and must be followed by the Owner before a claim can be filed.

- a. The Owner must provide written notice to the Association, in care of the Association's Managing Agent, or the Association's Registered Agent, as reflected in the records of the Colorado Secretary of State, within 10 days of any incident where the Owner wishes to file a claim against the Association's insurance policy.
- b. The notice must describe in reasonable detail the incident and the initial information regarding the scope and extent of any damage, as well as the cause of any damage, and shall also include the following:
 1. Owner's address, phone number, and the address of the Lot where the incident occurred if different from the Owner's address;
 2. The time, location, and events surrounding the incident, in reasonable detail;
 3. The names and addresses of the injured, if applicable; and
 4. The names and addresses of any and all witnesses.
- c. The Association will respond in writing to the Lot Owner within 15 days, of the date notice is received by the Association.
- d. The Association's response may be contingent on the Association's insurance agent having a reasonable opportunity to inspect the damage and the subject matter of the claim. Any such inspection shall be completed within 30 days of the Association's written response.
- e. Should the Board determine that the subject matter of the claim falls within the Association's insurance responsibility, the Board shall submit the claim to the Association's insurance carrier on behalf of the Owner, in compliance with the requirements of the Association's insurance policy.
- f. If the Association's insurance agent or adjustor, after the inspection of the damage and the probable cause of the damage, determines that the subject matter of the claim falls outside of the Association's insurance responsibilities, no claim may be filed against the Association's policy.
- g. The Lot Owner or the Board may at any time request clarification of coverage from the Association's insurance carrier. The Association's insurance carrier, when determining premiums to be charged to the Association, shall not take into account any request by a Lot Owner or the Board for a clarification of coverage.

In the event a court of competent jurisdiction finds a provision of this rule void or otherwise unenforceable, all other provisions shall remain effective as written.

Effective 3/27/2015

Rule 9. Water Conservation and Drought Mitigation

Restrictive covenants, declarations, bylaws, policies, or rules and regulations that prohibit or limit xeriscape or drought-tolerant vegetative landscapes or that require cultivated vegetation that consists wholly or partially of turf grass are unenforceable.

“Xeriscape” means the combined application of the seven principles of landscape planning and design, soil analysis and improvement, hydro zoning of plants, use of practical turf areas, uses of mulches, irrigation efficiency, and appropriate maintenance under CRS 38-35.7-107(1)(a)(III)(A).

“Turf” means a covering of mowed vegetation, usually turf grass, growing intimately with an upper soil stratum of intermingled roots and stems.

“Turf grass” means continuous plant coverage consisting of nonnative grasses or grasses that have not been hybridized for arid conditions which, when regularly mowed, form a dense growth of leaf blades and roots.

The Association Board may not impose any procedural steps or financial burdens upon the lot owner seeking approval of a landscaping plan change except compliance with standard prior submission and approval by the Architectural Control Committee in accordance with design guidelines and landscaping maintenance of xeriscape landscaping. The prohibited procedural steps or financial burdens include the requirement of an architect’s stamp, pre-approval by board retained architect, water usage history/analysis, or landscape change fees.

The Association Board may take enforcement action against a lot owner if the lot owner allows existing landscaping to die unless there has been a period of water use restrictions. Enforcements shall be under the above Rule on Enforcement. During water use restrictions, all enforcement action shall be suspended and lot owners shall comply with any watering restrictions declared by the water supplying authority.

Once the drought emergency ends and watering restrictions are lifted, the lot owner shall be given a reasonable and practical opportunity considering the local growing seasons to reseed and revise turf grass before being required to replace it with new sod.

Nothing in this rule supersedes any county regulation.

Effective 3/27/2015

Rule 10. Prohibited Vehicular Structures without Transportation Purpose

In elaboration of Covenant 1 of the Protective Covenants of Chatfield East, the following applies:

(a) Definitions

- a. “Vehicular structures without transportation purposes” are defined for the purpose of this Regulation to include, but are not limited to, race tracks, drag strips, obstacle courses, and demolition arenas, either formally or informally constructed, for the purpose of providing a means for motorized or non-motorized vehicular use. Vehicular structures excluded from this definition include formal driveways constructed primarily for ingress and egress to a residence or permanent garage (subject to the approval of the Architectural Control Committee), and formal residential roads.

- (b) Prohibited Structures. The formal or informal construction of vehicular structures without transportation purposes is prohibited.

Commented [MG28]: 2023 Bylaws Amendment

Effective 3/27/2015

Rule 11. Prohibited Operation of Motorized Vehicles Constituting Noxious or Offensive Activity

In elaboration of Covenant 5 of the Protective Covenants of Chatfield East, the following applies:

(a) Definitions

- a. "Motorized vehicles" are defined for the purposes of this Regulation to include, but are not limited to, passenger vehicles used primarily for transportation of the operator and the vehicle's passenger(s), if any, which may or may not be licensed or licensable for operation on public roads. This definition includes but is not exclusive to automobiles, trucks, motorcycles, go-carts, all-terrain vehicles, motorized scooters, and snowmobiles. Motorized vehicles excluded under this definition include tractors, lawn mowers, farm and construction machinery, power equipment controlled by an operator on foot, and mobile machinery when movement of the excluded vehicle is incidental to the vehicle's primary, designed and intended purpose.
- b. "Operators" mean and include individuals who may or may not be licensed vehicle operators in the State of Colorado, and includes individuals of all ages.
- c. "Operation" is defined for the purpose of this Regulation as movement of a motorized vehicle under its own power and under control of an operator.

(b) Prohibited operation. Excessive operation of motorized vehicles for motor sports or any other use not primarily for transportation purposes, either partially or fully within the area governed by the Protective Covenants of Chatfield East, is noxious and offensive activity and is prohibited.

- a. Example (1). Operator N operates a motorized scooter beginning from N's place of residence in Chatfield East and drives in a circuitous pattern around the residential roads of Chatfield East, finishing the operation by returning back to the starting point of N's place of residence. The operation is prohibited.
- b. Example (2). Operators X, Y and Z operate motorcycles, driving in circuits on Y's residential lot in Chatfield East. The operation is prohibited.

Effective 3/27/2015

Rule 12. Repealed

Commented [MG29]: 2023 Bylaws Amendment

Rule 13. Repealed

Commented [MG30]: 2023 Bylaws Amendment

Rule 14. Permitted uses of residences

In elaboration of Covenant 8 of the Restrictive Covenants of Chatfield East, the following applies:

Chatfield East residences may be used as a home office, a hobby business, or an internet business and shall not be considered a violation of Covenant 8, provided that said use is for a business principally located outside of Chatfield East, said use does not hold sales inventory or have outside storage of business materials, business vehicles, or business equipment, that no employees or customers of the use commute to said residence, and that there shall be no daily or weekly deliveries or shipments to or from said residence.

Effective 1/2/2016

Rule 15. When the Board contracts for paid services, they will verify both General Liability (GL) and Worker's Compensation (WC) Insurance. If a volunteer offers to provide services to a CEPOA owned or leased property, the CEPOA will provide WC and GL coverage IF the volunteer requests and receives permission from the Board to do said projects.

Effective x/x/2018

Commented [MG31]: 2018 Bylaws Amendment