

Shenandoah Homeowners Association

Proposed Governing Documents

Dear Neighbor

For 2026 the Association Board of Directors is asking that you vote to approve the revised Governing Documents (Documents) before you for your evaluation.

The Governing Documents were recently revised in 2022, however the scope of those changes was limited; and from that time until today, much has changed.

The Documents now before the membership are primarily the result of 41 Colorado Law changes between 2022 and 2025. In addition, the Board, in 2025, organized a Governing Documents Committee which conducted a member survey asking for suggested improvements to our Documents. We received 13 survey responses and a total of 54 suggestions.

Between the Governing Documents Committee, the Architectural Review Committee, the Board of Directors and our Association Counsel; more than 15 community individuals have been working since last fall on updating and bringing our Documents into compliance. This has truly been a community effort, and the Board offers our sincere thanks to all who participated in completing a survey, serving on a committee and providing guidance.

Please review the Documents and the Board asks for your approval.

Be Informed

In addition, we will be offering 2 virtual meetings to go over the Governing Documents and answer any questions you might have.

Tuesday June 30 at 11a – Neighborhood virtual meeting to review Governing Documents – look for an email with the invitation in the days ahead.

Thursday July 9 at 7p – Neighborhood virtual meeting to review Governing Documents – look for an email with the invitation in the days ahead.

Please feel free to attend one or more virtual meetings if you are interested. The Board wishes that everyone in the neighborhood has every opportunity to fully understand the Documents. Kindly review the documents in advance of a virtual meeting and come ready with any questions, or feel free to contact any Board member directly with any questions as well.

Please complete and return your ballot or come to the Annual Meeting and vote in person. If you are unable to attend the meeting, you may also choose to complete a proxy and assign your vote to be cast by your assignee.

Annual Meeting

Wednesday July 22, 2026 at 530p at the Durango Community Recreation Center

Please review and vote to approve the Governing Documents

Thank you,

Shenandoah Board of Directors and Members of the Architectural Review and Governing Documents Committees

Summary of Significant Changes to Our Governing Documents

Declarations

Committee Chairs serve 2 year term

Added Entrance Committee, Welcome Committee and Fire Mitigation Committee to Standing Committees

Dispute Resolution moved into Policies and Procedures **as required by CO law**

Assessment Late Charges moved into Policies and Procedures **as required by CO law**

Enforce of Declarations moved into Policies and Procedures **as required by CO law**

Update Signs language to **conform to current CO law**

Exhibit A will be updated immediately before **recording with La Plata County as required**

Articles of Incorporation

The Articles of Incorporation have no changes to be considered

By Laws

Conduct of Meetings moved into Policies and Procedures **as required by CO law**

Association Records moved into Policies and Procedures **as required by CO law**

The office of Vice President and Secretary may be held by the same person

Document hierarchy for resolving conflicts was updated **as required by CO law**

Removed outdated references to water system and trash services

Added Entrance Committee, Welcome Committee and Fire Mitigation Committee to Standing Committees

Policies and Procedures

The Policies and Procedures (9) are new **as required by CO law**

Amendment or Adoption of Policies and Procedures, Resolutions, Rules and Regulations

Procedures for the Conduct of Meetings

Conflicts of Interest, Code of Conduct for the Board

Inspection and Copying of Association Records

Dispute Resolution

Investment Policy for Reserve Funds

Reserve Studies

Procedures for Covenant and Rule Enforcement
Procedures for Collection of Unpaid Assessments

Rules and Regulations

The Rules and Regulations are new for us and are **required by CO law**, and largely reflect the covenants contained in the declarations.

The important item to note is that for the Policies and Procedures, Rules and Regulation the Colorado legislature specifically reorganized Governance to LOWER the bar for approval of change to 50% of an Annual Meeting that meets quorum, down from 67% of total membership making it easier and less costly for Associations to keep their Documents current. Under the new statutes, the Board can approve changes to Policies and Procedures, Rules and Regulation and those changes go into effect immediately after approval, conditional to membership ratification of a minimum of 50% approval at the next Annual meeting following Board approval. The legislature recognizes the advantages to lower the approval bar because the legislature continues to make changes to the laws regarding HOAs.

Architectural Guidelines

The Architectural Guidelines are a newly configured and complete update, and include the following:

Fire Hardening Materials as **required by CO and or La Plata County Law**
Approved Landscape Designs as **required by CO and or La Plata County Law**
ADU regulations **required by CO and or La Plata County Law**
Streamlined process
Checklist
Improved Clarity, Flow and Readability

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[Board Approved – ~~06.18.26~~05.28.26]

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AMENDED DECLARATIONS
OF
HOMEOWNERS' BENEFITS AND ASSURANCES
FOR
SHENANDOAH SUBDIVISION,
A COLORADO COMMON INTEREST COMMUNITY
(Revised ~~TBD December 19, 2022~~2026)

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RECITALS

1. REPLACEMENT OF ~~2006-2022~~ AMENDED DECLARATIONS

This Amended Declaration of Homeowners Benefits and Assurances for the Shenandoah ~~Development Subdivision~~ was approved by the affirmative vote of more than two-thirds of the owners of lots within the Shenandoah ~~Development Subdivision~~, pursuant to C.R.S. § 38-33.3-217 and Section ~~11.07TBD~~ of the Amended Declaration of Homeowner Benefits and Assurances recorded on December ~~1819, 2006~~~~2022~~, at Reception No. ~~9483481218109~~, with the La Plata County Clerk and Recorder (hereinafter "~~2006-2022~~ Amended Declarations"). Lots included in the Shenandoah Development are as described on Exhibit A attached hereto. This Amended Declaration shall be effective on the date of recording with the La Plata County Clerk and Recorder.

This Amended Declaration of Homeowners Benefits and Assurances shall supersede and replace the ~~2006-2022~~ Amended Declarations recorded on December 19, 2022, at Reception No. 1218109, the 2006 Amended Declarations recorded on December 18, 2006, at Reception No. 948348, the Declaration of Homeowner Benefits and Assurances recorded on April 26, 1989, at Reception No. 577381, the Supplemental Declaration of Homeowners Benefits and Assurances recorded on June 31, 1993, at Reception ~~Number No.~~ 647398, the Supplemental Declaration of Homeowners Benefits and Assurances recorded on November 22, 1993, at Reception ~~Number No.~~ 658128, and any and all other additional amendments and supplements to the ~~1989~~ Declaration of Homeowners Benefits and Assurances, recorded on April 26, 1989, at Reception No. 577381, in their entirety.

2. DESCRIPTION OF REAL ESTATE INCLUDED IN SHENANDOAH SUBDIVISION

The provisions of this Declaration shall apply to the lots described on Exhibit A (hereinafter "Lots") attached hereto, and lands depicted and described on the plats referenced therein, all of which are located in La Plata County, Colorado (hereinafter "~~the~~ Shenandoah Subdivision").

3. ADOPTION OF CCIOA

The Shenandoah Subdivision is a planned common interest community, as defined at C.R.S. § 38- 33.3-103. The Shenandoah Homeowners Association, Inc., a non-profit Colorado Corporation, (hereinafter "~~the~~ Association"), owns and manages the common areas of the Shenandoah Subdivision, collects and disburses assessments, has the power to enforce the Benefits and Assurances of the Shenandoah Subdivision, and otherwise manages the Shenandoah Subdivision pursuant to the Declaration of Homeowners Benefits and Assurances, ~~as amended~~, Articles of Incorporation, ~~and~~ Bylaws, Governance Policies, Rules and Regulations, Architectural Rules and Guidelines, and Board Resolutions of the Association, as amended from time to time (hereinafter "Governing Documents"). Owners of lots within the Shenandoah Subdivision are Members of the Association (hereinafter "~~the~~ Member(s)" and / or "~~Lot~~ Owner(s)"). The Association and its Members have elected to be treated as a common interest community created after June 30, 1992, in accordance with the provisions of C.R.S. § 38-33.3-

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118, thereby accepting the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et. seq. (hereinafter "CCIOA"). The original statement of election to be treated as a common interest community, subject to the terms and conditions of CCIOA, ~~shall has been~~ be recorded with the La Plata County Clerk and Recorder, and is effective as of the date of recording pursuant to C.R.S. § 38-33.3-118. In the event of any conflict between the terms of the Association's Governing Documents and the laws of the State of Colorado, such state laws shall control.

4. INTENT AND PURPOSE

The intent and purpose of these Declarations is to enhance and protect the value, desirability, and attractiveness of the Shenandoah Subdivision. These Declarations shall run with title to any lot within the Shenandoah Subdivision, shall bind all parties having or acquiring any right, title, or interest in the Shenandoah Subdivision, and shall inure to the benefit of each such owner of property within the Shenandoah Subdivision. It is the intent of these Declarations to support the free use and enjoyment of the property by each Lot Owner, while protecting the property values of the other Lot Owners, and ensuring that the natural environment will be disturbed as little as possible.

5. BINDING EFFECT

By accepting a deed or acquiring any ownership interest in any lot within the Shenandoah Subdivision, each Lot Owner, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by ~~this Declaration or the Bylaws or Articles of Incorporation~~the Association's Governing Documents, and any amendments thereto.

6. NAME AND OFFICE OF THE HOMEOWNERS' ASSOCIATION

The name of the association that manages ~~the~~ business affairs, maintains the roads, and enforces the ~~Declarations-Governing Documents~~ of the Shenandoah Subdivision is the Shenandoah Homeowners' Association, Inc., a ~~non-profit~~ Colorado ~~non-profit Corporation~~corporation. The principal office of the Association shall be a management company as selected by the current Board of Directors, or as otherwise designated by the Board of Directors from time to time.

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ARTICLE 1. DEFINITIONS AND AREA DESIGNATIONS.

1.1 Annual Assessments shall mean the charges levied and assessed each year against Lots within the Shenandoah Subdivision pursuant to Article 6 below.

1.2 Architectural Committee or AC shall mean a committee appointed by the Board of Directors of the Association for the purpose of reviewing and approving the design and construction of improvements or changes to lands within the Shenandoah Subdivision.

1.3 Architectural Rules and Guidelines shall mean those guidelines set forth in the Architectural Rules and Guidelines adopted by the Association, the Board, or the AC, for the purpose of providing persons who desire to construct improvements in the Shenandoah Subdivision with design and construction criteria guidelines.

1.4 Articles shall mean the Articles of Incorporation and any amendments thereto for the Shenandoah Homeowners Association, Inc.

1.5 Assessments shall mean both Annual (which in this context shall mean regular) Assessments and Special Assessments.

1.6 Association shall mean the Shenandoah Homeowners Association, Inc., formed for the purpose of furthering the common interests of Owners of all Lots within the Shenandoah Subdivision.

1.7 Board or Board of Directors shall mean the governing Executive Board of the Association.

1.8 Colorado Common Interest Ownership Act (CCIOA) shall mean the Colorado Common Interest Ownership Act, § 38-33.3-101, *et seq.*, which shall be known as "CCIOA".

1.9 Common Expenses shall mean estimated and actual expenditures made or to be made by or on behalf of the Association, together with any allocations to reserve or sinking funds.

1.10 County shall mean La Plata County, Colorado.

1.11 Declaration(s) shall mean this Declaration of Homeowners Benefits and Assurances for Shenandoah Subdivision, a Common Interest Community, as recorded in the real property records of La Plata County, Colorado, and as amended from time to time.

1.12 Lot shall mean any lot described on Exhibit A attached hereto and any duly adopted and approved amendments thereto.

1.13 Member or Members shall mean Owners of lots within the Shenandoah Subdivision. The terms Member and Owner may be used interchangeably.

1.14 Member in Good Standing shall mean a Member who is not in arrears in the payment of amounts due under any of the provisions of the Declarations ~~or~~ Bylaws, or Colorado law for a

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~~period of 30 days,~~ or has not been cited with a violation of the Declarations or Bylaws for a period of 30 days.

1.15 Mortgage shall mean any mortgage, deed of trust, or other security instrument creating a real property security interest in any Lot, excluding any statutory, tax, or judicial lien.

1.16 Mortgagee shall mean any grantee or beneficiary of a Mortgage.

1.17 Mortgagor shall mean any grantor or trustor of a Mortgage.

1.18 Neutral Third Party shall mean either a Member in Good Standing or other third party who has no direct involvement in a specific dispute or matter under consideration and who can act impartially.

1.19 Outside Road Users shall mean those individuals or entities that have contractual or legal rights to use Shenandoah Subdivision ~~Roads~~ Roads and are not members of the Association.

1.20 Owners or Lot Owners shall mean the persons or legal entity holding record title to a lot within the Shenandoah Subdivision.

1.21 Plats shall mean the Plats for the Shenandoah Subdivision referenced in Exhibit A ~~attached~~ hereto and any amendments thereto.

1.22 Roads shall mean those access Road easements, including such improvements as bridges, culverts, and the like, throughout the ~~subdivision~~ real property shown on the Plats, which provide general access to the Shenandoah Subdivision and its improvements.

1.23 Shenandoah Subdivision shall mean the lands described in Exhibit A hereto including, but not necessarily limited to, the Lots, Common Areas, and Roads, and any additions or deletions thereto as permitted under this Declaration.

1.24 Short-Term Rental shall mean the renting, leasing, subletting, or use of a lot or premises within the Shenandoah Subdivision, or any portion thereof, for a period of 30 days or less, in exchange for any form of compensation, including monetary funds, trade, or other benefit.

1.25 Single Family shall mean an individual or adult couple, regardless of sex or marital status, and their dependent children, including biological children, adopted children, and other children in their lawful custody. Shared occupancy of a residence by dependent parents, siblings, adult children, and / or foster children shall not disqualify a home as a single-family home.

ARTICLE 2. MEMBERSHIP AND VOTING – SHENANDOAH HOMEOWNERS ASSOCIATION, INC.

2.01 Membership and Member Rights and Responsibilities

[Board Approved – ~~06.18.2605.28.26~~]

A. Any person or entity who owns or acquires title in fee to any Lot or any number of Lots in the Shenandoah Subdivision, by whatever means acquired, shall thereby become a Member of the Association. Membership passes with the ownership of each lot.

B. Members shall be governed by the ~~Association's~~ Declarations, the Bylaws of the Association, the Articles of Incorporation for the Association, duly adopted Rules and Regulations, duly adopted Architectural Rules and Guidelines, and by Board Resolution(s) (hereinafter "the Governing Documents"), all of which may be amended from time to time ~~pursuant to these Declarations, Articles of Incorporation, and Bylaws~~. Copies of current Governing Documents shall be maintained by the Board of Directors or its managing agent, and shall be made available to Members for inspection, review, and copying ~~upon reasonable notice~~ as required by Colorado law.

C. Each Member shall have the same rights, privileges, obligations, and responsibilities as all other Members, including but not limited to the obligation to pay general and special assessments, dues, and fines, as duly passed and adopted by the Board and/or the Association.

2.02 Voting

A. Each ~~lot~~ Lot owner carries one and only one vote. Multiple owners, whether individuals or business entity owners, are only entitled to one vote per Lot and must designate one person who shall ~~be the voting vote person~~ for each Lot.

~~B. Unless otherwise specified in these Declarations, the Bylaws, or the Articles of Incorporation, any issue brought up for a vote by the Membership at a duly noticed meeting or by mail ballot shall pass if more than 50% of the Members present at the meeting in person or by valid proxy vote in favor of the motion, so long as a quorum is present at the meeting unless some other percentage is specified in the Bylaws and/or these Declarations. A Member who votes by mail ballot when votes are solicited by mail shall be deemed present at the meeting for the purpose of determining a quorum on the matter voted upon.~~

~~C. Upon the request of one or more Lot Owners, a vote on any matter affecting the Shenandoah Subdivision on which all unit owners are entitled to vote shall be by secret ballot.~~

~~DB.~~ Voting shall otherwise be conducted as specified in the Bylaws, Governance Policies, or as otherwise set forth in specific provisions of the Association's Governing Documents ~~these Declarations~~.

ARTICLE 3. MANAGEMENT & DUTIES OF THE HOMEOWNERS' ASSOCIATION

3.01 Board of Directors and Officers

The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board may elect or appoint in accordance with its ~~Articles and Bylaws~~ Governing Documents, as the same may be amended from time to time. The Association, by and through the Board, shall govern and manage the Shenandoah Subdivision, including Association property, and shall enforce the provisions of this Declaration. The Board shall develop and implement any policies, procedures, rules, regulations, and resolutions as necessary for the

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administration of the affairs of the Association and to uphold these Declarations. New policies, procedures, rules, regulations, and resolutions will be in effect the day they are enacted, however, they will be subject to ratification at the next membership meeting and if not ratified or approved by vote of more than 50% of a quorum of the Members shall be null and void. The Board shall be composed of three members, or such greater number as provided in the Bylaws. The Board may also appoint various committees.

3.02 Qualification, election and terms of the Board Of Directors

Only Members in ~~good~~Good standing~~Standing~~ are qualified to serve on the Board of Directors. Board members shall be elected to serve two-year terms. The terms of at least two Board members shall be staggered. Members of the Board shall be elected by the Members of the Association by secret ballot at the annual meeting. Ballots shall be counted by a neutral third party or by a Member who is not a candidate, who attends the meeting at which the vote is held, and who is selected at random from a pool of two or more of such Members. No Member shall be elected to serve more than ~~2~~two consecutive terms. The Board of Directors may fill vacancies in its membership by appointment for the unexpired portion of any term.

3.03 Meetings and notice requirements

A. Annual meetings. There shall be at least one meeting per calendar year which shall be held at a time and place designated by the Board.

B. Special and emergency meetings. Special or emergency meetings may be called by the President of the Board, a majority of the Board, or by ~~the~~ Members as specified in the ~~Bylaws~~ Governing Documents or CCIOA.

C. Form of notice of meetings. Not less than thirty (30) nor more than fifty (50) days in advance of any annual meeting, and not less than then (10) nor more than fifty (~~50~~~~5~~) days in advance of any other meeting of the Members, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, ~~or sent by email, or sent prepaid~~ by United States mail to the mailing address of each Member or to any other mailing address designated in writing by the Member. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to the Bylaws. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declarations or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board. The form of notice shall also be as provided for in the Bylaws.

3.04 Meetings of the Board of Directors

The Board of Directors shall meet no less than semiannually. Notice and Member participation in regular or special meetings of the Board shall be as specified in the Bylaws.

3.05 Standing Association committees

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- A. There shall be ~~two-five~~ (25) standing committees: the Architectural Committee (AC), ~~and the Road Committee, the Entrance Committee, the Welcome Committee, and the Fire Mitigation Committee.~~
- B. Each committee shall consist of a minimum of three (3) volunteers and an advisory Board member. Volunteer committee members may include Association and non-Association Members, and shall be appointed by the Board. The Board member on the committee shall serve as a non-voting member.
- C. The committees shall elect a chairperson, who shall serve a two-year term. All mid-term appointments will be made by the Board as vacancies occur to fill the balance of the vacated term.
- D. All committee Members serve at the pleasure of the Board.

3.06 Other Association committees

Additional committees may be appointed by the Board when they or the Association Members ~~Membership~~ think that a committee is needed to fulfill a specific ~~Association~~ need.

3.07 Road maintenance

The Association, acting through its Board, shall be responsible for taking reasonable steps as are necessary to maintain Shenandoah's roads in good and safe condition at all times. This shall include upkeep of roads and shoulders, weed abatement along road easements, ditch upkeep and snowplowing as necessary. During construction, homeowners should advise their contractors that the contractor is liable for repairs of major damage to roads incurred during the construction.

3.09 Enforcement of Covenants

~~A. —~~ The Association has the right and responsibility to enforce these Declarations through ~~their-its~~ duly elected Board and its legal representatives without discrimination. ~~Enforcement provisions are further specified in Articles 6 and 7 of these Declarations. The Board's enforcement powers shall be construed broadly, and include the imposition of charges for late payment of Assessments, recovery of reasonable attorney fees and other legal costs, and the levy of fines, as well as any other remedies provided in the Association's Governing Documents and under the laws of Colorado.~~

~~B. —~~ The Board shall have the right to impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Bylaws, and rules and regulations of the Association.

3.10 Waiver or abandonment

The failure of the Association to enforce any breach or violation of these Declarations shall not constitute a waiver or abandonment of these Declarations, in whole or in part, nor shall the

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Association or its Members be estopped from enforcing the terms of these Declarations. These Declarations shall apply regardless of whether any person affected hereby (or having the right to enforce these Declarations) had knowledge of the breach or violation. No covenant(s) contained herein shall be deemed waived or abandoned unless this Declaration is amended to delete such covenant(s).

3.11 Limited liability

Neither the Association nor its past, present, or future officers, directors, employees, authorized agents, or committee ~~Members~~ members of the Association shall be liable to any Owner or to any other person for any damage, act, omission ~~to act~~, simple negligence, or other matter of any kind or nature, except gross negligence, when acting on behalf of the Association. Without limiting the foregoing, the Association and the Board shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice.

3.12 Association asset protection

It is the duty of the Association and its Board to protect and secure the assets of the Association. No capital asset may be disposed of or ownership transferred without approval of a more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

3.13 Financial review

The books and records of the Association shall be reviewed using statements on standards for accounting and review services at least once every two years by a person appointed by the Board. Such person need not be a certified public accountant. Copies of reviews shall be made available to any Owner upon request no later than thirty (30) days after completion. The books and records of the Association shall be subject to audit only as required by CCIOA, § 38-33.3-317(2)(a), as amended.

ARTICLE 4. ARCHITECTURAL COMMITTEE ("AC")

4.01 Purpose

The purpose of the Architectural Committee ("AC") ~~, a standing committee of the Association,~~ shall be to review proposed location and design information for structures and improvements that Members propose to complete within the subdivision, ~~in order~~ to determine whether the proposed plans conform to the Declarations ~~and~~ the Architectural Rules and Guidelines, and CCIOA, as amended. This review does not include compliance with County building codes or engineering soundness.

4.02 Architectural Rules and Guidelines

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The Architectural Rules and Guidelines may be amended, repealed in whole or in part, or added to, by more than 50% vote of the Members at a duly called meeting for that purpose at which a quorum is present.

4.03 Submission of plans for architectural review

A. Prior to applying for a building permit with the County and the commencement of work on any improvements to a Lot, the Owner/~~member~~ proposing to make such improvements shall prepare and submit plans to the ~~Chairperson~~ chairperson of the AC, including such surveys, plat plans, drainage plans, elevation drawings, exterior construction plans, landscaping plans, specifications and samples of materials and colors as the AC shall ~~reasonable~~ reasonably request, showing, among other things, the nature, kind, shape, height, width, color, materials, and location of proposed improvements. Plan submission shall be no less than 30 days prior to the commencement of any work.

B. This requirement applies to all buildings, fences, walls, landscaping, grading and any other structure or improvement ~~which that~~ may reasonably be ~~considered to be~~ visible from the road or Member's adjoining property.

C. If any trees greater than six (6) inches in diameter will be cut down due to construction activities, the Member must have prior approval from the AC.

D. All improvement sites must be temporarily staked prior to the architectural review.

E. Any alterations which significantly change the appearance of a Lot shall not be initiated without prior written approval from the AC.

4.04 Powers and procedures of the AC

A. The AC ~~is to~~ shall review and discuss all plans with respect to their conformity to ~~these the Governing Documents, Declarations, the Bylaws, and the Architectural Rules and Guidelines, as amended, as they exists~~ at the time the plans are submitted.

B. The ~~Committee~~ AC Chairperson ~~chairperson~~ is responsible for summarizing the position of the committee and notifying the applicant of approval, disapproval, or approval with conditions within thirty (30) days of receipt of the proposed plans. Decisions concerning the approval or denial of a Member's application for improvements shall be made in accordance with standards and procedures set forth in the ~~se Declarations, duly adopted Architectural Rules and Guidelines, and Bylaws of the Association~~ Governing Documents, and shall not be made arbitrarily or capriciously.

C. Improvements may not be initiated unless a plan is approved by the AC without conditions or unless the conditions specified are adhered to by the applicant. Violations will be dealt with as specified in Article 7 of these Declarations.

~~4.05 — Mediation and other recourse in the event of a disagreement over plan approval~~

[Board Approved – ~~06.18.2605.28.26~~]

~~A. — If an applicant for plan approval disagrees with or disputes the AC's decision, he or she may request mediation of the disagreement or dispute. The committee may also request mediation of a dispute or disagreement with a Member over plan approval. Mediation may be initiated by the AC or a Member by delivering a letter requesting mediation to the Board and the adverse party (the Member or the AC). The Board shall then select a Member in Good Standing.~~

~~B. — The AC and the Member shall proceed in good faith with mediation, and mediation shall be completed within thirty (30) days of submission or a request for mediation.~~

~~C. — In the event that the dispute cannot be resolved through mediation, the Board shall make a final determination of approval, disapproval, or approval with conditions of the proposed plan.~~

~~D. — The Board may adopt such other and further reasonable protocols and procedures to facilitate the mediation process.~~

~~E. — Submission of a dispute to mediation shall be a condition precedent to the commencement of legal action over AC plan approval or disapproval of proposed plans. Any legal action commenced prior to the completion of mediation as outlined above shall be dismissed by the Court upon motion of the defending party, and the defending party shall be entitled to an award of all reasonable attorney's fees and costs incurred.~~

ARTICLE 5. ROAD COMMITTEE

5.01 Purpose

The purpose of the Road Committee, ~~a standing committee of the Association,~~ shall be to ensure that roads are developed and maintained in a manner consistent with the interests of Association Members and ~~Outside Road Usersnon member road users who are under a current "Outside Road User" contract or agreement.~~

5.02 Normal maintenance

Roads will be maintained to ensure that culverts are clear of obstructions, that water has proper drainage, that cracks and defects in the paving are repaired as part of a regular maintenance schedule, and that necessary shoulder grading is performed.

5.03 Winter maintenance

The Road Committee will have the responsibility to ensure that budget guidelines are established for snow and ice removal. The Committee will determine when it is reasonable and appropriate to have snow removed by ~~the a~~ contractor.

ARTICLE 6. ASSESSMENTS

6.01 Purpose of assessments

The purposes of the assessments levied by the Association for common expenses include, without limitation:

[Board Approved – ~~06.18.26~~05.28.26]

- Maintaining the roads, including adequate snowplowing and removal;
- Maintaining facilities and common areas;
- Paying taxes, insurance premiums, legal fees, and other obligations of the Association;
- Enforcing ~~these Declarations, Bylaws, Rules and Regulations, and Architectural Rules and Guidelines~~ the Governing Documents, as amended;
- Promoting the safety and welfare of the residents in the subdivision;
- Conducting business affairs of the subdivision; and
- Establishing and maintaining reasonable and adequate financial reserves.

6.02 Member obligations

A. Each Owner of any Lot, by acceptance of title to said Lot, whether or not it shall be so expressed in the instrument of conveyance, is deemed to ~~convey consent~~ and agree to pay the Associations' regular assessments ~~and~~ charges, and special assessments for capital improvements and other purposes.

B. No ~~owner~~ Owner may waive or otherwise escape liability for ~~assessments~~ Assessments by non-use ~~or of~~ services or abandonment of their property ~~or Lot~~.

6.03 Non-member obligations

Non-members of the Association who utilize roads, ~~mail facilities, entryway, utilities and/or other assets, or common areas~~ of the Association are obligated to pay ~~regular and special~~ Assessments and fees in a timely manner as required by the Association. The Board shall set the fees in accordance with contracts, agreements, or by law.

6.04 Annual budget

On or before October 1 of each calendar year, the Board shall adopt a proposed annual budget for the Association for the following calendar year that sets forth:

- i) the Board's estimates of Common Expenses for the next calendar year;
- ii) the amount of funds for such Common Expenses that the Board proposes to raise through Regular Assessments; and
- iii) the amount of funds for such Common Expenses that the Board proposes to raise through Special Assessments.

Within ninety (90) days after adoption of the proposed annual budget, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the approved budget to all of the Members and the budget will be reviewed at the next annual meeting. The annual meeting will be held within the first six (6) months of the calendar year. A Member vote of approval of the budget proposed by the Board is not required. In the absence of a veto by a majority of quorum at the noticed meeting, the proposed budget shall be deemed approved. In the event that the proposed budget is vetoed, the annual budget last proposed by the Board and not vetoed by the Members must be continued until a subsequent budget proposed by the Board is not vetoed by the Members.

6.05 Regular assessments

| **[Board Approved – ~~06.18.26~~05.28.26]**

A. Regular assessments shall be made no less frequently than annually and shall be based on the annual budget adopted by the Association pursuant to Article 6.04 of these Declarations.

B. Increases in annual assessments of more than 15% over the previous year's annual assessment shall be submitted to the Members for approval, and may be adopted only upon the affirmative vote of more than 50% of the members at a duly called meeting for that purpose at which a quorum is present. Increases in annual assessments of 15% or less over the previous year shall not require approval by the Members, and may be adopted by the Board.

C. Regular assessments shall be paid in installments on a quarterly basis, or such other installment periods as the Board may determine from time to time.

|

[Board Approved – ~~06.18.26~~05.28.26]

6.06 Special ~~assessments~~Assessments

A. Special ~~assessments~~Assessments for the purpose of defraying, in whole or in part, costs and fees associated with any construction, reconstruction, repair, or replacement of a capital improvement, enforcement of these Declarations for the benefit of the Members, or other extraordinary expenses, shall be determined and made by the Board in such manner as set forth in the Bylaws, as amended.

B. Special ~~assessments~~Assessments that would result in an increase in total assessments (special assessments plus annual assessments for that fiscal year) of less than 15% over the previous year's annual assessment may be adopted and levied by the Board. All other special assessments may be adopted only upon the affirmative vote of more than 50% of the Members present at a duly called meeting for that purpose at which a quorum is present.

6.07 Rate of assessments

A. Annual ~~assessments~~Assessments and ~~special~~Special ~~assessments~~Assessments shall be fixed based on the amount of the ~~assessment~~Assessment, less amounts assessed to ~~non-~~
~~members~~Outside Road Users pursuant to contracts, agreements, or law, divided by the number of lots within the Shenandoah Subdivision.

B. All Member ~~assessments~~Assessments will be uniform for all ~~lots~~Lots except when penalty assessments are issued because of maintenance or other expenses incurred by the Association as a result of neglect or the like by an Owner.

6.08 Notice of assessment amounts and due dates

A. All ~~assessments~~Assessments levied by the ~~association~~Association shall be due and payable to the Association, or its designated agent, within thirty (30) days of the issuance and distribution of a written notice of such ~~assessment~~Assessment. Failure of the Association to timely fix and levy regular assessments for any year or to send a notice thereof to an Owner shall not relieve any Owner of liability of payment ~~or of~~ regular ~~assessments~~Assessments or any installments thereof for that or subsequent years.

B. Notices of assessments and fees shall be distributed to Members electronically or mailed to the last known address of each owner of record if no email address has been provided to the Association. Each owner accepts the responsibility for submitting accurate contact information to the Secretary of the Association or management company whenever necessary.

6.09 — ~~Interest and late charges for delinquent payments~~

~~A. — Any unpaid assessments beyond 30 days from the date of notice of such assessment shall be considered past due and delinquent.~~

~~B. — If a required payment is not made in full, by the date and time specified, a one time late charge of 8.0% of the unpaid balance will be added to the bill on the 31st day following issuance of a notice of assessment.~~

[Board Approved – ~~06.18.2605.28.26~~]

~~C. — Annual interest of 8.0% shall be levied on and begin to accrue on any outstanding account balance, as permitted by C.R.S. § 38-33.3-209.5(8)(a).~~

~~D. — Failure to make payment of any periodic installment within 61 days of such assessment shall cause the total amount of annual assessment to accelerate and become immediately due and payable. The Board may, upon a majority vote, subsequently vote to decelerate any such assessment for good cause.~~

~~E. — In addition to the fees and interest set forth above, the Association shall also be entitled to add any additional costs to a Member's delinquent account, which are incurred because of non-payment of assessments or fees.~~

~~F. — Payments received for application to a delinquent account shall be applied first to the balance applied in reduction of the original assessment, second to the payment of late charges, third to the payment of costs incurred by the association resulting from the non-payment, and fourth to accrued interest specified above, as required by C.R.S. § 38-33.3-316.3(4).~~

~~G. — Based on the circumstances of a delinquent account, if a Member is entitled to a payment plan under applicable Colorado law, such payment plan shall not exceed a 18-month period.~~

6.10 Creation of lien and personal obligation for assessments for Members and non-members

A. Any regular assessment, special assessment, late charges, interest, attorneys fees, costs and fines charged pursuant to these Declarations or CCIOA are enforceable as assessments, shall be made and recorded as a lien against the parcel against which the assessment was made and shall also be the personal obligation of the Owner or purchaser of such property. Any unpaid assessment(s) must be paid at the time of closing on a sale or transfer of the property. The lien and/or the obligation for delinquent assessments shall pass to any new owners or purchasers or successors in title.

B. Multiple interest holders in a single lot are jointly and severally liable for any assessments and/or costs due.

~~6.11 — Enforcement of lien rights and personal obligations of Members~~

~~A. The Association shall furnish to a Member or such Member's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Member's lot. The statement shall be furnished within fourteen calendar days after receipt of the request and is binding on the Association, the Board, and every Member.~~

~~B. Prior to turning over a delinquent account to a collection agency or referring the matter to an attorney for legal action, the Association must provide the following information regarding a delinquent account: i) the total amount due, with an accounting of how the total was determined; ii) whether a payment plan is available under Colorado law and instructions for requesting such payment plan; iii) the name and contact information for the individual or entity the Member or~~

[Board Approved – 06.18.2605.28.26]

Non-Member may contact to request a copy of the account ledger to verify the amount of the debt; and iv) that action is required to cure the delinquency and that failure to do so within 30 days may result in the delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the unit owner's property, or other remedies available under Colorado law.

C. The Association may turn a delinquent account over to a collection agency to collect the debt, may bring an action at law against the Member or Non-Member obligated to pay the delinquent assessment, and/or may foreclose on the assessment lien to the full extent permissible and in conformance with Colorado law.

ARTICLE 7. ENFORCEMENT OF DECLARATIONS GOVERNING DOCUMENTS

7.01 Enforcement by the Association and its Members.

The Association and the Board shall have the right and power to bring suit for legal or equitable relief for the failure to comply with any provision of the Association's Governing Documents, se Declarations, the Bylaws, or Rules and Guidelines promulgated by the Board, or any action or determination of the Association, or its committees. In addition, the Association ~~shall~~ may have the right to impose on any Member ~~monetary~~ fines for any lack of compliance with provisions of the Governing Documents, pursuant to CCIOA these Declarations, the Bylaws, or rules promulgated by the Board, the Association or its Committees, and where such fines are not paid within the time provided, such fines may be collected as an assessment lien. The Association has promulgated a set of Governing Policies, which, in conjunction with the Associations' other Governing Documents and Colorado law, shall set forth the rights and responsibilities of the Association and its Members, and control the required procedures and systems for managing the Subdivision. The failure of the Association or the Board to insist upon the strict performance of any such provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or relinquishment for the future of any such provision or the enforcement thereof. Any Owner aggrieved by a lack of compliance by another Owner may also bring suit for legal and equitable remedies. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in these Declarations, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorney's fees, in connection therewith.

7.02 — Reporting and investigation of violations

A. — ~~Members have the right to notify the Board in writing through the Association's management company of apparent violations of the Declarations, as amended, or other governing documents. Prior to notifying the Board, the Member should attempt to resolve the issue "neighbor to neighbor" through personal contact.~~

B. — ~~The Board may initiate actions and investigations based on its own observations.~~

C. — ~~Verified covenant violations shall be enforced throughout the Association without discrimination.~~

7.03 — Dispute resolution

[Board Approved – ~~06.18.2605.28.26~~]

~~Prior to and as a condition precedent to the commencement of legal action, the Association, the Board and/or any Member shall submit any dispute concerning any alleged lack of compliance with these Declarations, the Bylaws, or rules promulgated by the Board, the Association or its Committees, except for disputes concerning non-payment of assessments, to non-binding mediation. Mediation is a process in which the parties meet with an impartial person who helps resolve the dispute informally and confidentially. The Board shall appoint a Member in Good Standing with no direct involvement in the dispute to act as a mediator or a neutral third party. The mediation, unless otherwise agreed, shall terminate in the event that the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other(s). The Board may adopt such other rules, regulations or protocols deemed reasonably necessary to facilitate and make use of mediation as an alternative to litigation.~~

ARTICLE 8. COVENANTS REGARDING THE USE OF EACH LOT

8.01. Single-Family Residence, Guest House, and Outbuilding

- A. Dwellings on Lots shall be limited to one ~~single-single~~ family residence and one guest house. The residence may not contain less than 2000 square feet of livable area with at least 1500 square feet on the ground floor and shall contain space for at least one vehicle in an enclosed garage. ~~SpacesSpa~~ outside the exterior boundaries of the home, such as garages, porches, decks, barns, etc. shall not be included as livable space. See the Architectural Rules and Guidelines, as amended.
- B. Creating a condominium, fractional ownership, or time-share from a single-family residence is prohibited.
- C. No ~~lotLot~~, single-family residence, guesthouse, or outbuilding, or any portion thereof, shall be used as a Short-Term Rental, or shall be rented, leased, or subleased for a period of less than three (3) months.

8.02. Rental policy

Homeowners may lease or rent their property in its entirety to a Single Family for a term of not less than three (3) months. A month-to-month tenancy that arises by operation of law following the expiration of the full term of a written lease or rental agreement shall be allowed and recognized by the Association. No other month-to-month tenancies shall be permitted.

Any structure, including a guest house, may not be leased, sublet or rented separately from the primary residence. No portion of any primary residence shall be leased, sublet, or rented to a third-party at any time. Property owners are responsible for ensuring that tenants comply with these Declarations and all other Shenandoah governing documents.

8.03 Business or commercial uses

No commercial, industrial, wholesale, or retail sales operations or businesses may be carried out on any of the Lots in the Subdivision with the exception that home businesses are allowed to the extent defined in local/county land use law so long as there are no client/customer visits within

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the subdivision and so long as there are no business signs within the subdivision. No Short-Term Rentals in any form shall be allowed within the Subdivision, regardless of the form in which the title to such lot is held.

8.04 Setbacks

All Lots and any Lots which may be annexed shall have a minimum setback for any residential structure of thirty (30) feet from any lot line. This restriction does not apply to fences.

8.05 Residences

- A. No residential structure shall be constructed or placed on any of the lots in the subdivision which exceeds thirty (30) feet in height measured from the natural grade under the highest point of the structure to the highest point on the structure (roof ridges).
- B. No mobile homes, manufactured homes, modular homes, trailers, temporary building or structure, tents, barns, or recreational vehicles may be used as temporary or permanent residences or guest houses within the subdivision at any time.
- C. For each building constructed within the subdivision the owners shall have no more than one (1) year to complete the exterior of the structure.
- D. If all or part of a structure is destroyed by fire or any other means, the Owner shall have no more than one (1) year to either rebuild the exterior of the structure or to demolish and remove the structure.
- E. Approved temporary storage or work structures may be used only during construction but must be removed within thirty (30) days of the completion of construction.

8.06 Activities which constitute public or private nuisances will not be permitted

- A. No noxious or offensive trade or activity may be conducted on any Lot.
- B. No loud or continuous noise which disturbs the peace of the neighborhood is permitted.
- C. All exterior lights must have housing which shields or directionally focuses the light downward to avoid disturbing the adjacent property owners. Motion activated lights, which stay on for ten (10) minutes or less, are exempt. All exterior lighting must comply with County ~~"lighting"~~ ordinances.

8.07 Firearms, hunting, and wild animal control

~~A quiet and safe neighborhood is of paramount importance. The discharge of firearms for hunting, target practice, or any other reason is not allowed within the boundaries of the subdivision. If the need arises to control nuisance pests (gophers, voles, prairie dogs, mice, etc.) on your property please consult the Colorado Parks and Wildlife rules and regulations on the subject. Non-lethal practices are encouraged to be tried first. Chemicals or other poisons that could harm pets are prohibited. No target practice or hunting is allowed within the boundaries of the Subdivision. The Colorado Department of Wildlife must be consulted for guidelines and policies regarding the control of any wild animal that has become destructive.~~

8.08 Signs

[Board Approved – ~~06.18.26~~05.28.26]

The ~~only following~~ signs ~~which~~ are permitted ~~are~~ in the Subdivision:

1. Construction and/or permit signs during construction activities, and real estate signs advertising the sale of the property; ~~this~~ This group of signs may be no larger than two (2) feet on any side.
2. Individual property entry signs.
3. Subdivision entry signs.
4. Political signs, which are defined as "a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue," ~~shall be are~~ allowed ninety (90) days prior to the related election or vote and seven (7) days thereafter. No political sign greater than 60"x36" in dimension shall be allowed but may be restricted to the extent permitted by CCIOA as set forth in the Bylaws or duly adopted rules and regulations of the Association.
- ~~5.~~ Personal signs and / or the display of a religious item or symbol that are located in a window or on a Lot. No Lot shall have more than three (3) such signs, items, or symbols in aggregate, and each such sign, item, or symbol shall not be larger than 12" x 18" in size.
- ~~56.~~ Road signs.
7. Flags may be displayed pursuant to CCIOA. Only one (1) flagpole is permitted per Lot, the size and location of which must comply with the AC Guidelines and applicable County ordinances and permitting, if any.
8. No commercial flags, signs, or other symbols may be displayed on any Lot, other than as specifically described herein.

8.09 Utilities

- A. All wiring and piping for electric, water, gas, telephone, television and other services for all of the lots in the subdivision must be underground and routed to create the least amount of impact on each lot.
- B. Propane tanks shall be buried or sufficiently screened so that they cannot be seen from roads and other Member's property.
- C. Satellite dishes (~~greater than 39" in diameter~~) should be sufficiently screened or located away from public view and the view of adjacent Member's property. Satellite dishes less than 39" in diameter are governed by the Telecommunications Act of 1996.

8.10 Vehicles

- A. Any vehicle which makes an unreasonable amount of noise such as motor bikes, motorcycles, ~~all~~ all-terrain vehicles and snowmobiles, may not be ridden for recreational

[Board Approved – ~~06.18.2605.28.26~~]

purposes on the roads or lots of the subdivision. Only direct ingress and egress is permitted for such vehicles.

B. Vehicles such as but not limited to boats, trailers, recreational vehicles, motor homes, campers and tractors must be garaged or parked out of view and not be visible from adjoining Member's property or subdivision roads. Old and disabled vehicles not in use must be promptly removed and not stored on the premises unless garaged.

C. In the case of a Member preparing and returning from a trip, unscreened RVs may be parked in the Member's driveway for 72 hours to load, and another 72 hours to unload. Out of town visitors may park one unscreened RV or camper in the Member's driveway for up to 30 consecutive or non-consecutive days within the calendar year.

D. Members may park no more than ~~two-three~~ passenger vehicles on their ~~property~~ Lot that are not fully enclosed in a garage or other permitted structure. Short-term parking by guests and visiting family members shall be permitted.

E. All parking shall be within the property lines of individual lots. No parking is allowed along Shenandoah's roads, within any easement, or common area.

8.11 Landscaping and natural vegetation

A. Trees, brush and other vegetation should be thinned around residences for the purpose of establishing a defensible space around structures for wild fire protection and must conform to the Governing Policies, AC Guidelines, and published guidelines established by the Colorado Forest Service.

B. Trees with active disease or insect infestations must be properly treated and/or cut and removed by the Member so as not to infect neighboring trees.

C. No tree more than 6 inches in diameter may be cut down without the approval of the AC.

D. All property owners must comply with ~~La Plata~~ County weed abatement rules.

8.12 Animals

A. Two (2) horses, ponies, mules, or donkeys may be kept providing the lot is at least five (5) acres. One additional animal of the same type may be kept for each additional three (3) acres of lot area.

B. Commonly accepted household pets, as defined under the Durango Municipal Code, in reasonable numbers may be maintained within a residence for domestic purposes, but not commercial purposes. Household pets shall be on the ~~owner's~~ Owner's lot or under the ~~owner's~~ Owner's control at all times. The subdivision adopts the domestic animal control laws of the State of Colorado and La Plata County. Household pets shall not be allowed to eliminate excrement in the Common Area or other Lots. Prolonged or excessive barking is not allowed.

C. Poultry may not be kept in the subdivision.

[Board Approved – ~~06.18.26~~05.28.26]

- D. Wild animals may not be kept as pets in the subdivision.
- E. Exotic animals, such as llamas or alpacas, or any other animals not specifically identified herein, may not be kept within the subdivision unless approved by vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).
- F. Residents must comply with any and all County and state laws regarding pets and livestock. Residents must be particularly observant of the law regarding dogs chasing ~~area~~ wildlife.
- G. Farm animals other than as specified above may not be kept in the subdivision unless approved by a vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

8.13 No unlicensed use of roads

The subdivision adopts the motor vehicle laws of the State of Colorado and La Plata County for the subdivision road system which may be enforced by state and local authorities and/or the Association.

8.14 No discrimination in sale of property

In the sale, purchase, use or occupancy of any Lot in the subdivision, there shall be no requirement or qualification based on race, color, creed, sex, or disability.

8.15. Maintenance

- A. All structures shall be kept in good condition, repair, and where appropriate be adequately painted or stained. No structure shall be permitted to fall into disrepair.
- B. Landscaping and native vegetation shall ~~be maintained~~kept in good condition, and dying and degraded vegetation shall be removed from Lots.
- C. No garbage, rubbish, trash, or debris shall be allowed to accumulate on the property except for the days of scheduled pickup and then only within containers. Any residual remaining after removal of such containers shall be eliminated promptly by the Member.
- D. Natural areas and drainage courses within the Common Area shall not be used for dumping or vehicular traffic and shall be maintained fully open and unobstructed.
- E. No lot shall be allowed to present an unsightly appearance. The accumulation of debris, construction materials, and equipment is prohibited except during ~~AC-AC~~-approved construction. All lot-Lots shall be maintained to ensure that the health of Members is not endangered, they do not emanate offensive noises or odors, or constitute an aggravation, annoyance, or nuisance.

[Board Approved – ~~06.18.2605.28.26~~]

F. No exploration or mining operations of any kind shall be permitted whether involving discovery, exploration, locations, removal, milling or refining and whether related to water, oil, gas, hydrocarbons, gravel, uranium, geothermal steam or otherwise.

G. A Member may not interfere with, hinder, or damage any Common Area, easement, or the area or improvements on any other ~~lot~~ Lot.

H. ~~No open burning is permitted in the Subdivision. Gas stoves, propane grills, and charcoal barbecues for the purpose of food preparation are permitted, subject to County fire restrictions. Fire pits are allowed and must comply with La Plata County codes and regulations. Outdoor grills and barbecues are the only outdoor burning permitted. Open burning of material such as yard waste or construction debris is not permitted.~~

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8.16 Fences

Fences in the subdivision may be used for decorative, screening and animal enclosures purposes. Fences must be approved by the AC and be constructed with materials as specified in the Architectural Rules and Guidelines.

8.17 Driveways

The driveway entry is part of the visual expression of the subdivision. AC approval is required where an architectural feature is used and must comply with the AC Rules and Guidelines.

8.18 Further subdivision, consolidation and boundary adjustments

Lots having 20 acres or more may be subdivided pursuant to deeds from the original declarant and developer of the Shenandoah Subdivision, provided that no subdivided lot has less than 10 acres of land. Subdivision of such lots must be in strict compliance with the original deed from the declarant and developer of the Shenandoah Subdivision. Lots less than 20 acres, unless provided for in the plat or deed, may not be subdivided. All lot owners will become members of the Association and shall be required to pay dues and ~~assessments~~ Assessments as specified by the Board. Applications for subdivision, lot consolidation, or boundary adjustments must comply with applicable provisions of CCIOA, including, but not limited to, C.R.S. §§ 38-33.3-212 and/or -213, as amended. Subdivision, consolidation of ~~lots~~ Lots, and or the relocation, of boundaries between adjoining lots will not be permitted without approval of the Association by affirmative vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting). Any subdivision of ~~lots~~ Lots, consolidation of ~~lots~~ Lots or boundary adjustments must comply with all regulations and application and approval requirements of La Plata County. All costs and attorney's fees incurred by the Association as a result of an application shall be the sole obligation of the applicant(s), and a deposit against attorney's fees and costs which the Association will incur in reviewing and effectuating the application in an amount reasonably estimated by the Board will be required.

ARTICLE 9. USE OF EASEMENTS IN COMMON AREA

9.01 Restriction on fencing

[Board Approved – ~~06.18.26~~05.28.26]

Easements may not be obstructed.

9.02 Use

A. Permitted uses shall be limited to hiking, jogging, bicycling, snowshoeing, cross-country skiing and horseback riding.

B. Motorized vehicles of any kind are not permitted in ~~the easements~~ for recreational purposes.

9.03 Blanket easement

A. There is a blanket easement upon, across, over, and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, gas, telephone, electricity, television cable or communications lines and systems and community sewer lines, if any.

B. Each ~~lot~~Lot and Common Area shall be subject to an easement for drainage and runoff from other lots or the Common Area, as the ~~lot~~Lot and Common Area are originally designed and constructed with the approval of the AC.

ARTICLE 10. ANNEXATION

10.01 Purpose of annexation

The owners of developed and undeveloped lots that share a common boundary with the subdivision may apply for annexation into the subdivision.

10.02 Procedure

Annexation in this context means that such properties would be added to the real estate included in the Shenandoah Subdivision and would be subject to the ~~current Declarations, Bylaws, and any other Association's~~ Governing Documents, as amended. If the current owner of property ~~which that~~ shares a common boundary to the existing subdivision wishes to annex, that person or entity must submit a written request to the Board, which shall then present the request to the Members with any recommendations that it has for a vote on approval / disapproval pursuant to and in accordance with notice and voting provisions in the Declarations and Bylaws, except that annexation may only be approved by the affirmative vote of no less than 67% of Members that are eligible to vote at either a duly called meeting or by mail ballot (no quorum voting). No annexation of lands shall be effectuated without the necessary amendments to the Declarations, plats or maps executed and recorded pursuant to C.R.S. § 38-33.3-217(3) and (5). Attorney's fees and costs incurred by the Association in reviewing and effectuating an application to annex shall be the sole responsibility of the owners wishing to annex. A deposit for anticipated fees and costs in an amount reasonably estimated by the Board may be required. ~~Related legal issues~~issues such as prescriptive easements ~~and rights would~~shall be explored and outlined for the voters as part of the Board communication to the eligible voters.

ARTICLE 11. GENERAL PROVISIONS

11.01 Severability

If one or more provisions in these Declarations, as amended, is found by a court of competent jurisdiction to be invalid for any reason including, but not limited to, waiver or abandonment for lack of enforcement, such finding shall not invalidate any of the other provisions of the Declarations, as amended, and all other provisions shall remain in full force and effect.

11.02 Integration

As of the date of filing of this instrument, there are no other valid declarations, covenants, amendments, or restrictions which apply to the ~~lots-Lots~~ of the ~~subdivision-Subdivision~~ other than the current Governing Documents, as defined herein~~By Laws of the Association, Shenandoah Rules, the Architectural Rules and Guidelines, Board of Director Resolutions, and Articles of Incorporation~~. Any and all previous documents other than the existing Governing Documents~~By-laws, Shenandoah Rules, Architectural Rules and Guidelines, Board of Director Resolutions and Articles of Incorporation~~ are hereby revoked and replaced ~~by this instrument~~.

11.03 Conflict of ~~governing-Governing documents~~Documents

In the event of any conflict between the Association's Governing Documents, the terms of each document shall control in the following order: i) Amended Declarations, ii) the Articles of Incorporation, iii) Bylaws, iv) Governing Policies, v) or Rules & Regulations, Board Resolutions, and AC Guidelines. In the event of any such conflict, non-controlling terms shall automatically be amended, but only to the extent necessary to conform to the conflicting provision thereof.~~In the event of any conflict between the Declarations, the Bylaws, Articles of Incorporation, or Rules, Regulations or Guidelines adopted by the Association, the terms of these Declarations shall control, and the conflicting Bylaws, Articles of Incorporation, Rules, Regulations or Guidelines shall automatically be amended, but only to the extent necessary to conform the conflicting provision thereof.~~

[Board Approved – ~~06.18.2605.28.26~~]

11.04 Reference to standards

Wherever in this Declaration there is a reference to County standards or other federal, state, or local rules, laws, or regulations, such references shall automatically be waived, released, modified, or amended, as the case may be, to correspond with any subsequent waiver, release, modification or amendment of such rules, laws, regulations, or standards.

11.05 CCIOA provisions

In the event of any conflict between the provisions of CCIOA and the provisions of ~~this Declaration, or the Articles of Incorporation, or the Bylaws of~~ the Association's Governing Documents, ~~the provisions of~~ CCIOA shall control. Mandatory minimum provisions of CCIOA that are not included in these Declarations are incorporated by this reference as though fully set forth herein.

11.06 Choice of law and venue

The interpretation, enforcement, or any other matters relative to this Declaration shall be construed and determined in accordance with the laws of the State of Colorado. All parties to this Declaration, or those parties who are benefited by this Declaration, hereby consent to venue for any action commenced with respect to this Declaration being in the District Court in and for the County of La Plata, State of Colorado.

11.07 Amendment

This Declaration and any validly enacted amendments or supplements thereto may be amended or supplemented, in whole or in part, only by affirmative vote of no less than 67% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

[Remainder of page intentionally blank – signature page to follow]

[Board Approved – ~~06.18.2605.28.26~~]

IN WITNESS WHEREOF, the Association has on file written instruments signed by a more than 67% of the Owners of Lots within the Shenandoah Subdivision, each Lot entitled to one vote, approving, agreeing to, and adopting this Amended Declaration of Homeowners Benefits and Assurances for the Shenandoah Subdivision, a Common Interest Community, which are hereby declared to be in full force and effect as of the date set forth below.

Dated this 19th day of December, 2022.

Shenandoah Homeowners' Association, Inc.

By: Russell Murphy, President

Attest:

By: Jamie Aupperle, Vice President / Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LA PLATA)

The foregoing instrument was acknowledged before me this 19th day of December, 2022, by Russell Murphy, as President, and Jaime Aupperle, as Vice President / Secretary, of the Shenandoah Homeowners' Association, Inc., a non-profit Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Board Approved – ~~06.18.2605.28.26~~]

EXHIBIT A

Lot No. / Tract	Owner(s) (as of August 11, 2022)	Lot / Tract Address	Legal Description as per La Plata County Assessor / GIS File (August 11, 2022)
1	Lory Living Trust	78 Bridlewood Lane Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 1, 78 BRIDLEWOOD LN DURANGO 81303
2	Laura de la Garza Revocable Trust	607 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 2 607 COLONIAL DR DURANGO 81303
3	Fidanque, Heidi and Noah	TBD	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 3
4	Staby, Paul A. and Carolyn S.	709 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 4 709 COLONIAL DR DURANGO 81303
5	Aupperle, Jamie	101 Shenandoah Terrace Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 5 101 SHENANDOAH TERRACE DURANGO 81303
6	The Walsh Trust	774 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 6 774 COLONIAL DR DURANGO 81303
7	Usaitias, Steve M.	782 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 7 782 COLONIAL DR DURANGO 81303
8	Wagner, Jeffery J. and Hollenbeck, Lisa M.	391 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 8 391 SHENANDOAH RD DURANGO 81303
9	Jane W. Schlesinger Revocable Trust	303 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 9 303 SHENANDOAH RD DURANGO 81303
11	Mauk, Daniel and Graham, Karen	51 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 11 SHENANDOAH S/D AMENDMENT 1 PROJ 88-130 51 TIERRA ALTA DURANGO 81303
13	Nelson, Craig Gordon	307 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 13 307 COLONIAL DR DURANGO 81303
14	Jurkens, Joel	425 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 14 425 BLUE RIDGE DURANGO 81303
15	Bechtel, Darryl and Karin	385 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 15 385 BLUE RIDGE DURANGO 81303
16	David and Valerie Pascetti Hennigan Revocable Trust	185 Shenandoah Terrace Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 16 185 SHENANDOAH TERRACE DURANGO 81303
17	David C. Parr & Katheryn C. Parr Family Revocable Trust	223 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 17 223 BLUE RIDGE DURANGO 81303
18	Baker, Perry	TBD	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 18 SHENANCOAH #2 PROJ 92-124 BLK 0 LOT 18

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19	Alexandra Davison Trust	174 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 19 174 BLUE RIDGE DURANGO 81303
20	Sandra K. Blaisdell Revocable Trust	290 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 20 290 BLUE RIDGE RD DURANGO 81303
21	Martarano, Jared and Gueli, Sarah	420 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 21 420 BLUE RIDGE DURANGO 81303
22	Herzing, Karen	TBD	Section: 5 Township: 34 Range: 10 LOT:22 SHENANDOAH SUBD NO 3 PROJ 92-152
23	Close, Doug and Kathy	288 Shenandoah Road Durango, CO 81303	PARCEL A SHENANDOAH NO 5: PROJ #93-79 288 SHENANDOAH RD DURANGO 81303
24	Baseggio, Laura	457 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 24 SHENANDOAH #6 PROJ 93-142 457 SHENANDOAH RD DURANGO 81303
25	William D. and Paula H Suits Family Trust	460 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 25 SHENANDOAH #6 PROJ 93-142 460 SHENANDOAH RD DURANGO 81303
26	Byrd, Terri and Anderson, Beverly	31 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 26 SHENANDOAH #6 PROJ 93-142 31 SHILOH CIR DURANGO 81303
27	Wilder, Eugene Sheffield	514 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 27 SHENANDOAH #6 PROJ 93-142 514 SHENANDOAH RD DURANGO 81303
28	JR & LC One, LP	454 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 28 SHENANDOAH #6 PROJ 93-142 454 SHENANDOAH RD DURANGO 81303
29	Musser, Jacob N.	575 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 29 SHENANDOAH #6 PROJ 93-142 575 SHENANDOAH RD DURANGO 81303
30	John & Linda K Lemanski Revocable Living Trust	621 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 30 SHENANDOAH #6 PROJ 93-142 621 SHENANDOAH RD DURANGO 81303
31	Bradley Family Trust	1057 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 31 SHENANDOAH S/D #6 PROJ 93- 142 1057 SHENANDOAH RD DURANGO 81303
32	McNamara, Jamie and Mitchell	726 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 32 SHENANDOAH #6 PROJ 93-142 726 SHENANDOAH RD DURANGO 81303
33	Belcher, Robert E.	85 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 33 SHENANDOAH #6

[Board Approved – ~~06.18.2605.28.26~~]

			PROJ 93-142 85 BLUE RIDGE DURANGO 81303
34	Baker, Perry	149 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 34 SHENANDOAH #6 PROJ 93-142 149 BLUE RIDGE DURANGO 81303
35	Gettaway Gal, LLC	215 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 35 SHENANDOAH MES #7 PROJ 93-200 LS 0.255 AC TO CR 141 215 COLONIAL DR DURANGO 81303
37	Atkins, Karla Smith and William Henry	101 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 37 SHENANDOAH SUB #8 101 SHILOH CIR DURANGO 81303
38	McLeod, Scott and Mitzi	159 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 38 SHENANDOAH SUB #8 159 SHILOH CIR DURANGO 81303
39	Knuth, Timothy and Tate, Elizabeth	200 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 39 SHENANDOAH SUB #8 200 SHILOH CIR DURANGO 81303
40	Murphy, Russell and Adrienne	160 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 40 SHENANDOAH SUB #8 160 SHILOH CIR DURANGO 81303
12R-A	Colquitt, Richard D. and Sherry A., Trustees	85 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 12R-A ELDER SD FINAL PL, LOT 12R WARNER LOT CONS (PROJ 97- 69), PROJ 2006-0321 85 TIERRA ALTA DURANGO 81303
12R-B	Gutierrez, Christopher and Kirstie	88 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 12R-B ELDER SD FINAL PLAT LOT 12R WARNER LOT CONS (PROJ 97-69), PROJ 2006-0321 88 TIERRA ALTA DURANGO 81303
B-R	Wolf, Lynn	156 Shenandoah Road Durango, CO 81303	PARCEL B-R WEIR/INDOOROPILLY: LOT CONSOLIDATION PROJ #95-94 156 SHENANDOAH RD DURANGO 81303
D	Osias, David L. and Jeanette, Trustees	45 Colonial Lane Durango, CO 81303	Tract: D CAT 1 PROJ 88-126 45 COLONIAL LN DURANGO 81303
E	Loyd, Mark D. and Tara L.	167 Colonial Lane Durango, CO 81303	Tract: E CAT 1 PROJ 88-126 167 COLONIAL LN DURANGO 81303
F-1	Parsons, Brett Sean and Suzanne Forney	255 Colonial Lane Durango, CO 81303	Tract: F1 Section: 5 Township: 34 Range: 10 #95-95 WEIR/GLENGORMLEY MES 255 COLONIAL LN DURANGO 81303
F-2	Clark, Shawn	701 Cr 125 Durango, CO 81303	Tract: F2 Section: 32 Township: 35 Range: 10 #95-95 WEIR/GLENGORMLEY MES 701 CR 125 HESPERUS 81326
35 Acres - SE Cor. of Lot 1	Jacobs, Stephen Jay and Connie A.	240 Bridlewood Lane Durango, CO 81303	Section: 5 Township: 34 Range: 10 SE COR OF LOT 1 240 BRIDLEWOOD LN DURANGO 81303
2	Lake, Lori and Thomas	61 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 2 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 61 SHENANDOAH CIR DURANGO 81303

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[Board Approved – ~~06.18.2605.28.26~~]

3	Lake, Lori and Thomas	60 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 3 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 60 SHENANDOAH CIR DURANGO 81303
4	Cutcliffe, James and Betsy	50 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 4, SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 50 SHENANDOAH CIR DURANGO 81303
5	McCardle, Larry and Emily	51 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 5 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 51 SHENANDOAH CIR DURANGO 81303
Common Area			Subdivision: SHENANDOAH ALL PROJ DESC: SHENANDOAH MES, NO 7, PROJ 93-200 COMMON AREA

AND SUCH LOTS, LANDS, EASEMENTS AND COMMON AREAS AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" TO THE DECLARATION OF HOMEOWNER BENEFITS AND ASSURANCES RECORDED ON APRIL 26, 1989, AT RECEPTION NO. 577381, LA PLATA COUNTY CLERK AND RECORDER AND IN SHENANDOAH PLATS INCLUDING THE FOLLOWING:

Title	Project	La Plata County Clerk & Recorder Rec. No.	Lot(s) / Tract(s)
SHENANDOAH-CATEGORY 1	86-197	542037	Tracts A, B, C & 2 - not included in Association, see LESS AND EXCEPT below,
CAT. 1 PROJECT 88-126	88-126	577372 (Warranty Deed); 577373	Tracts D, E, F
SHENANDOAH WATERLINE EASEMENTS (September 19, 1989)		583413	
SHENANDOAH CAT. 1	88-130	584582	Lots 1-10
SHENANDOAH SUBDIVISION AMENDMENT NO. 1	88-130	604095	Lots 11, 12, 13
SHENANDOAH MASTER PLAN	91-54	613919	
SHENANDOAH SUBDIVISION NO. 2	92-124	636624	Lots 14-21
SHENANDOAH SUBDIVISION NO. 3	92-152	637662	Lot 22
SHENANDOAH MINOR EXEMPTION SUBDIVISION NO. 4	92-176	639464	Lot 23
SHENANDOAH SUBDIVISION NO. 5	93-79	676129	Lot 23 Parcels A & B
SHENANDOAH SUBDIVISION NO. 6	93-142	658127	Lots 24-34
SHENANDOAH MINOR EXEMPTION SUBDIVISION NO. 7	93-200	664506	Lots 35, 36, and Common Area
SHENANDOAH SUBDIVISION NO. 8	93-246	675787	Lots 37, 38, 39, 40
WEIR/INDOOROPILLY LOT CONSOLIDATION	95-94	691398	Lot B-R (formerly 10 and B)
WEIR / GLENGORMLEY MINOR EXEMPTION SUBDIVISION	95-95	695774	Tracts F1, F2
WARNER LOT CONSOLIDATION	97-69	730897	Lot 12R (Consolidated Lots 12 & 36)
SHENANDOAH PEAKS FINAL PLAT	2007- 0140	963078	Shenandoah Peaks Lots 2-5

[Board Approved – ~~06.18.26~~05.28.26]

LESS AND EXCEPT: THE FOLLOWING TRACTS AND LOTS ARE NOT INCLUDED IN THE SHENANDOAH SUBDIVISION PURSUANTO TO THE FINDINGS AND CONCLUSIONS OF THE LA PLATA COUNTY DISTRICT COURT IN ITS ORDER DATED JULY 31, 2003, IN *DUNNE V. SHENANDOAH HOMEOWNERS' ASSOCIATION, INC., ET AL.*, CASE NO 1996-CV-67:

TRACTS 1 AND 2 (HAMMONS) (SHENANDOAH CATEGORY 1; PROJECT 84-87, REC. NO. 498912);

TRACTS A, B, AND C (SHENANDOAH CATEGORY 1 PROJECT NO. 86-197, REC. NO. 542037)

* It is the intent of the Members of the Association to include all lands, lots, common areas, roads and easements that are subject to and included in the 1989 Declarations recorded at Reception No. 577381, and supplements thereto, as of the date of these Amended Declarations. Omission of any lands, lots, common areas, roads, or easements from the above description shall not be construed as an abandonment of any rights or claims of the Association in and to such omitted lands, lots, common areas, roads or easements, or affect the application of these Amended Declarations thereto.

AMENDED DECLARATIONS
OF
HOMEOWNERS' BENEFITS AND ASSURANCES
FOR
SHENANDOAH SUBDIVISION,
A COLORADO COMMON INTEREST COMMUNITY
(Revised TBD , 2026)

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RECITALS

1. REPLACEMENT OF 2022 AMENDED DECLARATIONS

This Amended Declaration of Homeowners Benefits and Assurances for the Shenandoah Subdivision was approved by the affirmative vote of more than two-thirds of the owners of lots within the Shenandoah Subdivision, pursuant to C.R.S. § 38-33.3-217 and Section TBD of the Amended Declaration of Homeowner Benefits and Assurances recorded on December 19, 2022, at Reception No. 1218109, with the La Plata County Clerk and Recorder (hereinafter "2022 Amended Declarations"). Lots included in the Shenandoah Development are as described on Exhibit A attached hereto. This Amended Declaration shall be effective on the date of recording with the La Plata County Clerk and Recorder.

This Amended Declaration of Homeowners Benefits and Assurances shall supersede and replace the 2022 Amended Declarations recorded on December 19, 2022, at Reception No. 1218109, the 2006 Amended Declarations recorded on December 18, 2006, at Reception No. 948348, the Declaration of Homeowner Benefits and Assurances recorded on April 26, 1989, at Reception No. 577381, the Supplemental Declaration of Homeowners Benefits and Assurances recorded on June 31, 1993, at Reception No. 647398, the Supplemental Declaration of Homeowners Benefits and Assurances recorded on November 22, 1993, at Reception No. 658128, and any and all other additional amendments and supplements to the Declaration of Homeowners Benefits and Assurances, recorded on April 26, 1989, at Reception No. 577381, in their entirety.

2. DESCRIPTION OF REAL ESTATE INCLUDED IN SHENANDOAH SUBDIVISION

The provisions of this Declaration shall apply to the lots described on Exhibit A (hereinafter "Lots") attached hereto, and lands depicted and described on the plats referenced therein, all of which are located in La Plata County, Colorado (hereinafter "Shenandoah Subdivision").

3. ADOPTION OF CCIOA

The Shenandoah Subdivision is a planned common interest community, as defined at C.R.S. § 38- 33.3-103. The Shenandoah Homeowners Association, Inc., a non-profit Colorado Corporation, (hereinafter " Association"), owns and manages the common areas of the Shenandoah Subdivision, collects and disburses assessments, has the power to enforce the Benefits and Assurances of the Shenandoah Subdivision, and otherwise manages the Shenandoah Subdivision pursuant to the Declaration of Homeowners Benefits and Assurances, Articles of Incorporation, Bylaws, Governance Policies, Rules and Regulations, Architectural Rules and Guidelines, and Board Resolutions of the Association, as amended from time to time (hereinafter "Governing Documents"). Owners of lots within the Shenandoah Subdivision are Members of the Association (hereinafter " Member(s)" and / or "Lot Owner(s)"). The Association and its Members have elected to be treated as a common interest community created after June 30, 1992, in accordance with the provisions of C.R.S. § 38-33.3-118, thereby accepting the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et. seq. (hereinafter "CCIOA"). The original statement of election to be treated as a common interest

community, subject to the terms and conditions of CCIOA, has been recorded with the La Plata County Clerk and Recorder, and is effective as of the date of recording pursuant to C.R.S. § 38-33.3-118. In the event of any conflict between the terms of the Associations's Governing Documents and the laws of the State of Colorado, such state laws shall control.

4. INTENT AND PURPOSE

The intent and purpose of these Declarations is to enhance and protect the value, desirability, and attractiveness of the Shenandoah Subdivision. These Declarations shall run with title to any lot within the Shenandoah Subdivision, shall bind all parties having or acquiring any right, title, or interest in the Shenandoah Subdivision, and shall inure to the benefit of each such owner of property within the Shenandoah Subdivision. It is the intent of these Declarations to support the free use and enjoyment of the property by each Lot Owner, while protecting the property values of the other Lot Owners, and ensuring that the natural environment will be disturbed as little as possible.

5. BINDING EFFECT

By accepting a deed or acquiring any ownership interest in any lot within the Shenandoah Subdivision, each Lot Owner, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Association's Governing Documents, and any amendments thereto.

6. NAME AND OFFICE OF THE HOMEOWNERS' ASSOCIATION

The name of the association that manages business affairs, maintains the roads, and enforces the Governing Documents of the Shenandoah Subdivision is the Shenandoah Homeowners' Association, Inc., a Colorado non-profit corporation. The principal office of the Association shall be a management company as selected by the current Board of Directors, or as otherwise designated by the Board of Directors from time to time.

ARTICLE 1. DEFINITIONS AND AREA DESIGNATIONS.

1.1 Annual Assessments shall mean the charges levied and assessed each year against Lots within the Shenandoah Subdivision pursuant to Article 6 below.

1.2 Architectural Committee or AC shall mean a committee appointed by the Board of Directors of the Association for the purpose of reviewing and approving the design and construction of improvements or changes to lands within the Shenandoah Subdivision.

1.3 Architectural Rules and Guidelines shall mean those guidelines set forth in the Architectural Rules and Guidelines adopted by the Association, the Board, or the AC, for the purpose of providing persons who desire to construct improvements in the Shenandoah Subdivision with design and construction criteria guidelines.

1.4 Articles shall mean the Articles of Incorporation and any amendments thereto for the Shenandoah Homeowners Association, Inc.

1.5 Assessments shall mean both Annual (which in this context shall mean regular) Assessments and Special Assessments.

1.6 Association shall mean the Shenandoah Homeowners Association, Inc., formed for the purpose of furthering the common interests of Owners of all Lots within the Shenandoah Subdivision.

1.7 Board or Board of Directors shall mean the governing Executive Board of the Association.

1.8 Colorado Common Interest Ownership Act (CCIOA) shall mean the Colorado Common Interest Ownership Act, § 38-33.3-101, *et seq.*, which shall be known as "CCIOA".

1.9 Common Expenses shall mean estimated and actual expenditures made or to be made by or on behalf of the Association, together with any allocations to reserve or sinking funds.

1.10 County shall mean La Plata County, Colorado.

1.11 Declaration(s) shall mean this Declaration of Homeowners Benefits and Assurances for Shenandoah Subdivision, a Common Interest Community, as recorded in the real property records of La Plata County, Colorado, and as amended from time to time.

1.12 Lot shall mean any lot described on Exhibit A attached hereto and any duly adopted and approved amendments thereto.

1.13 Member or Members shall mean Owners of lots within the Shenandoah Subdivision. The terms Member and Owner may be used interchangeably.

1.14 Member in Good Standing shall mean a Member who is not in arrears in the payment of amounts due under any of the provisions of the Declarations, Bylaws, or Colorado law, or has not been cited with a violation of the Declarations or Bylaws for a period of 30 days.

1.15 Mortgage shall mean any mortgage, deed of trust, or other security instrument creating a real property security interest in any Lot, excluding any statutory, tax, or judicial lien.

1.16 Mortgagee shall mean any grantee or beneficiary of a Mortgage.

1.17 Mortgagor shall mean any grantor or trustor of a Mortgage.

1.18 Neutral Third Party shall mean either a Member in Good Standing or other third party who has no direct involvement in a specific dispute or matter under consideration and who can act impartially.

1.19 Outside Road Users shall mean those individuals or entities that have contractual or legal rights to use Shenandoah Subdivision Roads and are not members of the Association.

1.20 Owners or Lot Owners shall mean the persons or legal entity holding record title to a lot within the Shenandoah Subdivision.

1.21 Plats shall mean the Plats for the Shenandoah Subdivision referenced in Exhibit A attached hereto and any amendments thereto.

1.22 Roads shall mean those access Road easements, including such improvements as bridges, culverts, and the like, throughout the real property shown on the Plats, which provide general access to the Shenandoah Subdivision and its improvements.

1.23 Shenandoah Subdivision shall mean the lands described in Exhibit A hereto including, but not necessarily limited to, the Lots, Common Areas, and Roads, and any additions or deletions thereto as permitted under this Declaration.

1.24 Short-Term Rental shall mean the renting, leasing, subletting, or use of a lot or premises within the Shenandoah Subdivision, or any portion thereof, for a period of 30 days or less, in exchange for any form of compensation, including monetary funds, trade, or other benefit.

1.25 Single Family shall mean an individual or adult couple, regardless of sex or marital status, and their dependent children, including biological children, adopted children, and other children in their lawful custody. Shared occupancy of a residence by dependent parents, siblings, adult children, and / or foster children shall not disqualify a home as a single-family home.

ARTICLE 2. MEMBERSHIP AND VOTING – SHENANDOAH HOMEOWNERS ASSOCIATION, INC.

2.01 Membership and Member Rights and Responsibilities

A. Any person or entity who owns or acquires title in fee to any Lot or any number of Lots in the Shenandoah Subdivision, by whatever means acquired, shall thereby become a Member of the Association. Membership passes with the ownership of each lot.

B. Members shall be governed by the Association's Governing Documents, all of which may be amended from time to time. Copies of current Governing Documents shall be maintained by the Board of Directors or its managing agent, and shall be made available to Members for inspection, review, and copying, as required by Colorado law.

C. Each Member shall have the same rights, privileges, obligations, and responsibilities as all other Members, including but not limited to the obligation to pay general and special assessments, dues, and fines, as duly passed and adopted by the Board and/or the Association.

2.02 Voting

A. Each Lot carries one and only one vote. Multiple owners, whether individuals or business entity owners, are only entitled to one vote per Lot and must designate one person who shall vote for each Lot.

B. Voting shall otherwise be conducted as specified in the Bylaws, Governance Policies, or as otherwise set forth in specific provisions of the Association's Governing Documents.

ARTICLE 3. MANAGEMENT & DUTIES OF THE HOMEOWNERS' ASSOCIATION

3.01 Board of Directors and Officers

The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board may elect or appoint in accordance with its Governing Documents, as the same may be amended from time to time. The Association, by and through the Board, shall govern and manage the Shenandoah Subdivision, including Association property, and shall enforce the provisions of this Declaration. The Board shall develop and implement any policies, procedures, rules, regulations, and resolutions as necessary for the administration of the affairs of the Association and to uphold these Declarations. New policies, procedures, rules, regulations, and resolutions will be in effect the day they are enacted, however, they will be subject to ratification at the next membership meeting and if not ratified or approved by vote of more than 50% of a quorum of the Members shall be null and void. The Board shall be composed of three members, or such greater number as provided in the Bylaws. The Board may also appoint various committees.

3.02 Qualification, election and terms of the Board Of Directors

Only Members in Good Standing are qualified to serve on the Board of Directors. Board members shall be elected to serve two-year terms. The terms of at least two Board members shall be staggered. Members of the Board shall be elected by the Members of the Association by secret ballot at the annual meeting. Ballots shall be counted by a neutral third party or by a Member who is not a candidate, who attends the meeting at which the vote is held, and who is selected at random from a pool of two or more of such Members. No Member shall be elected to serve more than two consecutive terms. The Board of Directors may fill vacancies in its membership by appointment for the unexpired portion of any term.

3.03 Meetings and notice requirements

- A. Annual meetings. There shall be at least one meeting per calendar year which shall be held at a time and place designated by the Board.
- B. Special and emergency meetings. Special or emergency meetings may be called by the President of the Board, a majority of the Board, or by Members as specified in the Governing Documents or CCIOA.
- C. Form of notice of meetings. Not less than thirty (30) nor more than fifty (50) days in advance of any annual meeting, and not less than then (10) nor more than fifty (50) days in advance of any other meeting of the Members, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent by email, or sent by United States mail to the mailing address of each Member or to any other mailing address designated in writing by the Member. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to the Bylaws. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declarations or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board. The form of notice shall also be as provided for in the Bylaws.

3.04 Meetings of the Board of Directors

The Board of Directors shall meet no less than semiannually. Notice and Member participation in regular or special meetings of the Board shall be as specified in the Bylaws.

3.05 Standing Association committees

- A. There shall be five (5) standing committees: the Architectural Committee (AC), the Road Committee, the Entrance Committee, the Welcome Committee, and the Fire Mitigation Committee.
- B. Each committee shall consist of a minimum of three (3) volunteers and an advisory Board member. Volunteer committee members may include Association and non-Association Members, and shall be appointed by the Board. The Board member on the committee shall serve as a non-voting member.
- C. The committees shall elect a chairperson, who shall serve a two-year term. All mid-term appointments will be made by the Board as vacancies occur to fill the balance of the vacated term.
- D. All committee Members serve at the pleasure of the Board.

3.06 Other Association committees

Additional committees may be appointed by the Board when they or the Association Members think that a committee is needed to fulfill a specific need.

3.07 Road maintenance

The Association, acting through its Board, shall be responsible for taking reasonable steps as are necessary to maintain Shenandoah's roads in good and safe condition at all times. This shall include upkeep of roads and shoulders, weed abatement along road easements, ditch upkeep and snowplowing as necessary. During construction, homeowners should advise their contractors that the contractor is liable for repairs of major damage to roads incurred during the construction.

3.08 Enforcement of Covenants

The Association has the right and responsibility to enforce these Declarations through its duly elected Board and its legal representatives without discrimination. The Board's enforcement powers shall be construed broadly, and include the imposition of charges for late payment of Assessments, recovery of reasonable attorney fees and other legal costs, and the levy of fines, as well as any other remedies provided in the Association's Governing Documents and under the laws of Colorado.

3.09 Waiver or abandonment

The failure of the Association to enforce any breach or violation of these Declarations shall not constitute a waiver or abandonment of these Declarations, in whole or in part, nor shall the Association or its Members be estopped from enforcing the terms of these Declarations. These Declarations shall apply regardless of whether any person affected hereby (or having the right to enforce these Declarations) had knowledge of the breach or violation. No covenant(s) contained herein shall be deemed waived or abandoned unless this Declaration is amended to delete such covenant(s).

3.10 Limited liability

Neither the Association nor its past, present, or future officers, directors, employees, authorized agents, or committee members shall be liable to any Owner or to any other person for any damage, act, omission, simple negligence, or other matter of any kind or nature, except gross negligence, when acting on behalf of the Association. Without limiting the foregoing, the Association and the Board shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice.

3.11 Association asset protection

It is the duty of the Association and its Board to protect and secure the assets of the Association. No capital asset may be disposed of or ownership transferred without approval of a more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

3.12 Financial review

The books and records of the Association shall be reviewed using statements on standards for accounting and review services at least once every two years by a person appointed by the Board. Such person need not be a certified public accountant. Copies of reviews shall be made available to any Owner upon request no later than thirty (30) days after completion. The books and records of the Association shall be subject to audit only as required by CCIOA, § 38-33.3-317(2)(a), as amended.

ARTICLE 4. ARCHITECTURAL COMMITTEE ("AC")

4.01 Purpose

The purpose of the Architectural Committee ("AC") shall be to review proposed location and design information for structures and improvements that Members propose to complete within the subdivision, to determine whether the proposed plans conform to the Declarations, the Architectural Rules and Guidelines, and CCIOA, as amended. This review does not include compliance with County building codes or engineering soundness.

4.02 Architectural Rules and Guidelines

The Architectural Rules and Guidelines may be amended, repealed in whole or in part, or added to, by more than 50% vote of the Members at a duly called meeting for that purpose at which a quorum is present.

4.03 Submission of plans for architectural review

A. Prior to applying for a building permit with the County and the commencement of work on any improvements to a Lot, the Owner proposing to make such improvements shall prepare and submit plans to the chairperson of the AC, including such surveys, plat plans, drainage plans, elevation drawings, exterior construction plans, landscaping plans, specifications and samples of materials and colors as the AC shall reasonably request, showing, among other things, the nature, kind, shape, height, width, color, materials, and location of proposed improvements. Plan submission shall be no less than 30 days prior to the commencement of any work.

B. This requirement applies to all buildings, fences, walls, landscaping, grading and any other structure or improvement that may reasonably be visible from the road or Member's adjoining property.

C. If any trees greater than six (6) inches in diameter will be cut down due to construction activities, the Member must have prior approval from the AC.

D. All improvement sites must be temporarily staked prior to the architectural review.

E. Any alterations which significantly change the appearance of a Lot shall not be initiated without prior written approval from the AC.

4.04 Powers and procedures of the AC

- A. The AC shall review and discuss all plans with respect to their conformity to the Governing Documents, as they exists at the time the plans are submitted.
- B. The AC chairperson is responsible for summarizing the position of the committee and notifying the applicant of approval, disapproval, or approval with conditions within thirty (30) days of receipt of the proposed plans. Decisions concerning the approval or denial of a Member's application for improvements shall be made in accordance with standards and procedures set forth in the Governing Documents, and shall not be made arbitrarily or capriciously.
- C. Improvements may not be initiated unless a plan is approved by the AC without conditions or unless the conditions specified are adhered to by the applicant. Violations will be dealt with as specified in Article 7 of these Declarations.

ARTICLE 5. ROAD COMMITTEE

5.01 Purpose

The purpose of the Road Committee shall be to ensure that roads are developed and maintained in a manner consistent with the interests of Association Members and Outside Road Users.

5.02 Normal maintenance

Roads will be maintained to ensure that culverts are clear of obstructions, that water has proper drainage, that cracks and defects in the paving are repaired as part of a regular maintenance schedule, and that necessary shoulder grading is performed.

5.03 Winter maintenance

The Road Committee will have the responsibility to ensure that budget guidelines are established for snow and ice removal. The Committee will determine when it is reasonable and appropriate to have snow removed by a contractor.

ARTICLE 6. ASSESSMENTS

6.01 Purpose of assessments

The purposes of the assessments levied by the Association for common expenses include, without limitation:

- Maintaining the roads, including adequate snowplowing and removal;
- Maintaining facilities and common areas;
- Paying taxes, insurance premiums, legal fees, and other obligations of the Association;
- Enforcing the Governing Documents, as amended;
- Promoting the safety and welfare of the residents in the subdivision;
- Conducting business affairs of the subdivision; and
- Establishing and maintaining reasonable and adequate financial reserves.

6.02 Member obligations

A. Each Owner of any Lot, by acceptance of title to said Lot, whether or not it shall be so expressed in the instrument of conveyance, is deemed to consent and agree to pay the Associations' regular assessments, charges, and special assessments for capital improvements and other purposes.

B. No Owner may waive or otherwise escape liability for Assessments by non-use of services or abandonment of their property or Lot.

6.03 Non-member obligations

Non-members of the Association who utilize roads, and/or other assets of the Association are obligated to pay Assessments and fees in a timely manner as required by the Association. The Board shall set the fees in accordance with contracts, agreements, or by law.

6.04 Annual budget

On or before October 1 of each calendar year, the Board shall adopt a proposed annual budget for the Association for the following calendar year that sets forth:

- i) the Board's estimates of Common Expenses for the next calendar year;
- ii) the amount of funds for such Common Expenses that the Board proposes to raise through Regular Assessments; and
- iii) the amount of funds for such Common Expenses that the Board proposes to raise through Special Assessments.

Within ninety (90) days after adoption of the proposed annual budget, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the approved budget to all of the Members and the budget will be reviewed at the next annual meeting. The annual meeting will be held within the first six (6) months of the calendar year. A Member vote of approval of the budget proposed by the Board is not required. In the absence of a veto by a majority of quorum at the noticed meeting, the proposed budget shall be deemed approved. In the event that the proposed budget is vetoed, the annual budget last proposed by the Board and not vetoed by the Members must be continued until a subsequent budget proposed by the Board is not vetoed by the Members.

6.05 Regular assessments

A. Regular assessments shall be made no less frequently than annually and shall be based on the annual budget adopted by the Association pursuant to Article 6.04 of these Declarations.

B. Increases in annual assessments of more than 15% over the previous year's annual assessment shall be submitted to the Members for approval, and may be adopted only upon the affirmative vote of more than 50% of the members at a duly called meeting for that purpose at which a quorum is present. Increases in annual assessments of 15% or less over the previous year shall not require approval by the Members, and may be adopted by the Board.

C. Regular assessments shall be paid in installments on a quarterly basis, or such other installment periods as the Board may determine from time to time.

6.06 Special Assessments

A. Special Assessments for the purpose of defraying, in whole or in part, costs and fees associated with any construction, reconstruction, repair, or replacement of a capital improvement, enforcement of these Declarations for the benefit of the Members, or other extraordinary expenses, shall be determined and made by the Board in such manner as set forth in the Bylaws, as amended.

B. Special Assessments that would result in an increase in total assessments (special assessments plus annual assessments for that fiscal year) of less than 15% over the previous year's annual assessment may be adopted and levied by the Board. All other special assessments may be adopted only upon the affirmative vote of more than 50% of the Members present at a duly called meeting for that purpose at which a quorum is present.

6.07 Rate of assessments

A. Annual Assessments and Special Assessments shall be fixed based on the amount of the Assessment, less amounts assessed to Outside Road Users pursuant to contracts, agreements, or law, divided by the number of lots within the Shenandoah Subdivision.

B. All Member Assessments will be uniform for all Lots except when penalty assessments are issued because of maintenance or other expenses incurred by the Association as a result of neglect or the like by an Owner.

6.08 Notice of assessment amounts and due dates

A. All Assessments levied by the Association shall be due and payable to the Association, or its designated agent, within thirty (30) days of the issuance and distribution of a written notice of such Assessment. Failure of the Association to timely fix and levy regular assessments for any year or to send a notice thereof to an Owner shall not relieve any Owner of liability of payment of regular Assessments or any installments thereof for that or subsequent years.

B. Notices of assessments and fees shall be distributed to Members electronically or mailed to the last known address of each owner of record if no email address has been provided to the Association. Each owner accepts the responsibility for submitting accurate contact information to the Secretary of the Association or management company whenever necessary.

6.09 Creation of lien and personal obligation for assessments for Members and non-members

A. Any regular assessment, special assessment, late charges, interest, attorneys fees, costs and fines charged pursuant to these Declarations or CCIOA are enforceable as assessments, shall be made and recorded as a lien against the parcel against which the assessment was made and shall also be the personal obligation of the Owner or purchaser of such property. Any unpaid assessment(s) must be paid at the time of closing on a sale or transfer of the property. The lien

and/or the obligation for delinquent assessments shall pass to any new owners or purchasers or successors in title.

B. Multiple interest holders in a single lot are jointly and severally liable for any assessments and/or costs due.

ARTICLE 7. ENFORCEMENT OF GOVERNING DOCUMENTS

7.01 Enforcement by the Association and its Members.

The Association and the Board shall have the right and power to bring suit for legal or equitable relief for the failure to comply with any provision of the Association's Governing Documents, or any action or determination of the Association or its committees. In addition, the Association may have the right to impose on any Member fines for any lack of compliance with provisions of the Governing Documents, pursuant to CCIOA. The Association has promulgated a set of Governing Policies, which, in conjunction with the Associations' other Governing Documents and Colorado law, shall set forth the rights and responsibilities of the Association and its Members, and control the required procedures and systems for managing the Subdivision. The failure of the Association or the Board to insist upon the strict performance of any such provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or relinquishment for the future of any such provision or the enforcement thereof. Any Owner aggrieved by a lack of compliance by another Owner may also bring suit for legal and equitable remedies. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in these Declarations, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorney's fees, in connection therewith.

ARTICLE 8. COVENANTS REGARDING THE USE OF EACH LOT

8.01. Single-Family Residence, Guest House, and Outbuilding

A. Dwellings on Lots shall be limited to one single-family residence and one guest house. The residence may not contain less than 2000 square feet of livable area with at least 1500 square feet on the ground floor and shall contain space for at least one vehicle in an enclosed garage. Spaces outside the exterior boundaries of the home, such as garages, porches, decks, barns, etc. shall not be included as livable space. See the Architectural Rules and Guidelines, as amended.

B. Creating a condominium, fractional ownership, or time-share from a single-family residence is prohibited.

C. No Lot, single-family residence, guesthouse, or outbuilding, or any portion thereof, shall be used as a Short-Term Rental, or shall be rented, leased, or subleased for a period of less than three (3) months.

8.02. Rental policy

Homeowners may lease or rent their property in its entirety to a Single Family for a term of not less than three (3) months. A month-to-month tenancy that arises by operation of law following the expiration of the full term of a written lease or rental agreement shall be allowed and recognized by the Association. No other month-to-month tenancies shall be permitted.

Any structure, including a guest house, may not be leased, sublet or rented separately from the primary residence. No portion of any primary residence shall be leased, sublet, or rented to a third-party at any time. Property owners are responsible for ensuring that tenants comply with these Declarations and all other Shenandoah governing documents.

8.03 Business or commercial uses

No commercial, industrial, wholesale, or retail sales operations or businesses may be carried out on any of the Lots in the Subdivision with the exception that home businesses are allowed to the extent defined in local/county land use law so long as there are no client/customer visits within the subdivision and so long as there are no business signs within the subdivision. No Short-Term Rentals in any form shall be allowed within the Subdivision, regardless of the form in which the title to such lot is held.

8.04 Setbacks

All Lots and any Lots which may be annexed shall have a minimum setback for any residential structure of thirty (30) feet from any lot line. This restriction does not apply to fences.

8.05 Residences

- A. No residential structure shall be constructed or placed on any of the lots in the subdivision which exceeds thirty (30) feet in height measured from the natural grade under the highest point of the structure to the highest point on the structure (roof ridges).
- B. No mobile homes, manufactured homes, modular homes, trailers, temporary building or structure, tents, barns, or recreational vehicles may be used as temporary or permanent residences or guest houses within the subdivision at any time.
- C. For each building constructed within the subdivision the owners shall have no more than one (1) year to complete the exterior of the structure.
- D. If all or part of a structure is destroyed by fire or any other means, the Owner shall have no more than one (1) year to either rebuild the exterior of the structure or to demolish and remove the structure.
- E. Approved temporary storage or work structures may be used only during construction but must be removed within thirty (30) days of the completion of construction.

8.06 Activities which constitute public or private nuisances will not be permitted

- A. No noxious or offensive trade or activity may be conducted on any Lot.

- B. No loud or continuous noise which disturbs the peace of the neighborhood is permitted.
- C. All exterior lights must have housing which shields or directionally focuses the light downward to avoid disturbing the adjacent property owners. Motion activated lights, which stay on for ten (10) minutes or less, are exempt. All exterior lighting must comply with County ordinances.

8.07 Firearms, hunting, and wild animal control

A quiet and safe neighborhood is of paramount importance. The discharge of firearms for hunting, target practice, or any other reason is not allowed within the boundaries of the subdivision. If the need arises to control nuisance pests (gophers, voles, prairie dogs, mice, etc.) on your property please consult the Colorado Parks and Wildlife rules and regulations on the subject. Non-lethal practices are encouraged to be tried first. Chemicals or other poisons that could harm pets are prohibited.

8.08 Signs

The following signs are permitted in the Subdivision:

1. Construction and/or permit signs during construction activities, and real estate signs advertising the sale of the property. This group of signs may be no larger than two (2) feet on any side.
2. Individual property entry signs.
3. Subdivision entry signs.
4. Political signs, which are defined as "a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue," shall be allowed ninety (90) days prior to the related election or vote and seven (7) days thereafter. No political sign greater than 60"x36" in dimension shall be allowed.
5. Personal signs and / or the display of a religious item or symbol that are located in a window or on a Lot. No Lot shall have more than three (3) such signs, items, or symbols in aggregate, and each such sign, item, or symbol shall not be larger than 12" x 18" in size.
6. Road signs.
7. Flags may be displayed pursuant to CCIOA. Only one (1) flagpole is permitted per Lot, the size and location of which must comply with the AC Guidelines and applicable County ordinances and permitting, if any.
8. No commercial flags, signs, or other symbols may be displayed on any Lot, other than as specifically described herein.

8.09 Utilities

- A. All wiring and piping for electric, water, gas, telephone, television and other services for all of the lots in the subdivision must be underground and routed to create the least amount of impact on each lot.
- B. Propane tanks shall be buried or sufficiently screened so that they cannot be seen from roads and other Member's property.
- C. Satellite dishes greater than 39" in diameter should be sufficiently screened or located away from public view and the view of adjacent Member's property. Satellite dishes less than 39" in diameter are governed by the Telecommunications Act of 1996.

8.10 Vehicles

- A. Any vehicle which makes an unreasonable amount of noise such as motor bikes, motorcycles, all-terrain vehicles and snowmobiles, may not be ridden for recreational purposes on the roads or lots of the subdivision. Only direct ingress and egress is permitted for such vehicles.
- B. Vehicles such as but not limited to boats, trailers, recreational vehicles, motor homes, campers and tractors must be garaged or parked out of view and not be visible from adjoining Member's property or subdivision roads. Old and disabled vehicles not in use must be promptly removed and not stored on the premises unless garaged.
- C. In the case of a Member preparing and returning from a trip, unscreened RVs may be parked in the Member's driveway for 72 hours to load, and another 72 hours to unload. Out of town visitors may park one unscreened RV or camper in the Member's driveway for up to 30 consecutive or non-consecutive days within the calendar year.
- D. Members may park no more than three passenger vehicles on their Lot that are not fully enclosed in a garage or other permitted structure. Short-term parking by guests and visiting family members shall be permitted.
- E. All parking shall be within the property lines of individual lots. No parking is allowed along Shenandoah's roads, within any easement, or common area.

8.11 Landscaping and natural vegetation

- A. Trees, brush and other vegetation should be thinned around residences for the purpose of establishing a defensible space around structures for wild fire protection and must conform to the Governing Policies, AC Guidelines, and published guidelines established by the Colorado Forest Service.
- B. Trees with active disease or insect infestations must be properly treated and/or cut and removed by the Member so as not to infect neighboring trees.
- C. No tree more than 6 inches in diameter may be cut down without the approval of the AC.
- D. All property owners must comply with County weed abatement rules.

8.12 Animals

- A. Two (2) horses, ponies, mules, or donkeys may be kept providing the lot is at least five (5) acres. One additional animal of the same type may be kept for each additional three (3) acres of lot area.
- B. Commonly accepted household pets, as defined under the Durango Municipal Code, in reasonable numbers may be maintained within a residence for domestic purposes, but not commercial purposes. Household pets shall be on the Owner's Lot or under the Owner's control at all times. The subdivision adopts the domestic animal control laws of the State of Colorado and La Plata County. Household pets shall not be allowed to eliminate excrement in the Common Area or other Lots. Prolonged or excessive barking is not allowed.
- C. Poultry may not be kept in the subdivision.
- D. Wild animals may not be kept as pets in the subdivision.
- E. Exotic animals, such as llamas or alpacas, or any other animals not specifically identified herein, may not be kept within the subdivision unless approved by vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).
- F. Residents must comply with any and all County and state laws regarding pets and livestock. Residents must be particularly observant of the law regarding dogs chasing wildlife.
- G. Farm animals other than as specified above may not be kept in the subdivision unless approved by a vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

8.13 No unlicensed use of roads

The subdivision adopts the motor vehicle laws of the State of Colorado and La Plata County for the subdivision road system which may be enforced by state and local authorities and/or the Association.

8.14 No discrimination in sale of property

In the sale, purchase, use or occupancy of any Lot in the subdivision, there shall be no requirement or qualification based on race, color, creed, sex, or disability.

8.15. Maintenance

- A. All structures shall be kept in good condition, repair, and where appropriate be adequately painted or stained. No structure shall be permitted to fall into disrepair.
- B. Landscaping and native vegetation shall kept in good condition, and dying and degraded vegetation shall be removed from Lots.

- C. No garbage, rubbish, trash, or debris shall be allowed to accumulate on the property except for the days of scheduled pickup and then only within containers. Any residual remaining after removal of such containers shall be eliminated promptly by the Member.
- D. Natural areas and drainage courses within the Common Area shall not be used for dumping or vehicular traffic and shall be maintained fully open and unobstructed.
- E. No lot shall be allowed to present an unsightly appearance. The accumulation of debris, construction materials, and equipment is prohibited except during AC-approved construction. All Lots shall be maintained to ensure that the health of Members is not endangered, they do not emanate offensive noises or odors, or constitute an aggravation, annoyance, or nuisance.
- F. No exploration or mining operations of any kind shall be permitted whether involving discovery, exploration, locations, removal, milling or refining and whether related to water, oil, gas, hydrocarbons, gravel, uranium, geothermal steam or otherwise.
- G. A Member may not interfere with, hinder, or damage any Common Area, easement, or the area or improvements on any other Lot.
- H. No open burning is permitted in the Subdivision. Gas stoves, propane grills, and charcoal barbecues for the purpose of food preparation are permitted, subject to County fire restrictions. Fire pits are allowed and must comply with La Plata County codes and regulations.

8.16 Fences

Fences in the subdivision may be used for decorative, screening and animal enclosure purposes. Fences must be approved by the AC and be constructed with materials as specified in the Architectural Rules and Guidelines.

8.17 Driveways

The driveway entry is part of the visual expression of the subdivision. AC approval is required where an architectural feature is used and must comply with the AC Rules and Guidelines.

8.18 Further subdivision, consolidation and boundary adjustments

Lots having 20 acres or more may be subdivided pursuant to deeds from the original declarant and developer of the Shenandoah Subdivision, provided that no subdivided lot has less than 10 acres of land. Subdivision of such lots must be in strict compliance with the original deed from the declarant and developer of the Shenandoah Subdivision. Lots less than 20 acres, unless provided for in the plat or deed, may not be subdivided. All lot owners will become members of the Association and shall be required to pay dues and Assessments as specified by the Board. Applications for subdivision, lot consolidation, or boundary adjustments must comply with applicable provisions of CCIOA, including, but not limited to, C.R.S. §§ 38-33.3-212 and/or -213, as amended. Subdivision, consolidation of Lots, and or the relocation, of boundaries between adjoining lots will not be permitted without approval of the Association by affirmative vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting). Any subdivision of Lots, consolidation of Lots or boundary

adjustments must comply with all regulations and application and approval requirements of La Plata County. All costs and attorney's fees incurred by the Association as a result of an application shall be the sole obligation of the applicant(s), and a deposit against attorney's fees and costs which the Association will incur in reviewing and effectuating the application in an amount reasonably estimated by the Board will be required.

ARTICLE 9. USE OF EASEMENTS IN COMMON AREA

9.01 Restriction on fencing

Easements may not be obstructed.

9.02 Use

A. Permitted uses shall be limited to hiking, jogging, bicycling, snowshoeing, cross-country skiing and horseback riding.

B. Motorized vehicles of any kind are not permitted in easements for recreational purposes.

9.03 Blanket easement

A. There is a blanket easement upon, across, over, and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, gas, telephone, electricity, television cable or communications lines and systems and community sewer lines, if any.

B. Each Lot and Common Area shall be subject to an easement for drainage and runoff from other lots or the Common Area, as the Lot and Common Area are originally designed and constructed with the approval of the AC.

ARTICLE 10. ANNEXATION

10.01 Purpose of annexation

The owners of developed and undeveloped lots that share a common boundary with the subdivision may apply for annexation into the subdivision.

10.02 Procedure

Annexation in this context means that such properties would be added to the real estate included in the Shenandoah Subdivision and would be subject to the Association's Governing Documents, as amended. If the current owner of property that shares a common boundary to the existing subdivision wishes to annex, that person or entity must submit a written request to the Board, which shall then present the request to the Members with any recommendations that it has for a vote on approval / disapproval pursuant to and in accordance with notice and voting provisions in the Declarations and Bylaws, except that annexation may only be approved by the affirmative vote of no less than 67% of Members that are eligible to vote at either a duly called meeting or by mail ballot (no quorum voting). No annexation of lands shall be effectuated without the

necessary amendments to the Declarations, plats or maps executed and recorded pursuant to C.R.S. § 38-33.3-217(3) and (5). Attorney's fees and costs incurred by the Association in reviewing and effectuating an application to annex shall be the sole responsibility of the owners wishing to annex. A deposit for anticipated fees and costs in an amount reasonably estimated by the Board may be required. Related legal issues such as prescriptive easements and rights shall be explored and outlined for the voters as part of the Board communication to the eligible voters.

ARTICLE 11. GENERAL PROVISIONS

11.01 Severability

If one or more provisions in these Declarations, as amended, is found by a court of competent jurisdiction to be invalid for any reason including, but not limited to, waiver or abandonment for lack of enforcement, such finding shall not invalidate any of the other provisions of the Declarations, as amended, and all other provisions shall remain in full force and effect.

11.02 Integration

As of the date of filing of this instrument, there are no other valid declarations, covenants, amendments, or restrictions which apply to the Lots of the Subdivision other than the current Governing Documents, as defined herein. Any and all previous documents other than the existing Governing Documents are hereby revoked and replaced.

11.03 Conflict of Governing Documents

In the event of any conflict between the Association's Governing Documents, the terms of each document shall control in the following order: i) Amended Declarations, ii) the Articles of Incorporation, iii) Bylaws, iv) Governing Policies, v) or Rules & Regulations, Board Resolutions, and AC Guidelines. In the event of any such conflict, non-controlling terms shall automatically be amended, but only to the extent necessary to conform to the conflicting provision thereof.

11.04 Reference to standards

Wherever in this Declaration there is a reference to County standards or other federal, state, or local rules, laws, or regulations, such references shall automatically be waived, released, modified, or amended, as the case may be, to correspond with any subsequent waiver, release, modification or amendment of such rules, laws, regulations, or standards.

11.05 CCIOA provisions

In the event of any conflict between the provisions of CCIOA and the provisions of the Association's Governing Documents, CCIOA shall control. Mandatory minimum provisions of CCIOA that are not included in these Declarations are incorporated by this reference as though fully set forth herein.

11.06 Choice of law and venue

The interpretation, enforcement, or any other matters relative to this Declaration shall be construed and determined in accordance with the laws of the State of Colorado. All parties to this Declaration, or those parties who are benefited by this Declaration, hereby consent to venue for any action commenced with respect to this Declaration being in the District Court in and for the County of La Plata, State of Colorado.

11.07 Amendment

This Declaration and any validly enacted amendments or supplements thereto may be amended or supplemented, in whole or in part, only by affirmative vote of no less than 67% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

[Remainder of page intentionally blank – signature page to follow]

[Board Approved – 06.18.26]

IN WITNESS WHEREOF, the Association has on file written instruments signed by a more than 67% of the Owners of Lots within the Shenandoah Subdivision, each Lot entitled to one vote, approving, agreeing to, and adopting this Amended Declaration of Homeowners Benefits and Assurances for the Shenandoah Subdivision, a Common Interest Community, which are hereby declared to be in full force and effect as of the date set forth below.

Dated this 19th day of December, 2022.

Shenandoah Homeowners' Association, Inc.

By: Russell Murphy, President

Attest:

By: Jamie Aupperle, Vice President / Secretary

STATE OF COLORADO)
) ss.

COUNTY OF LA PLATA)

The foregoing instrument was acknowledged before me this 19th day of December, 2022, by Russell Murphy, as President, and Jaime Aupperle, as Vice President / Secretary, of the Shenandoah Homeowners' Association, Inc., a non-profit Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Lot No. / Tract	Owner(s) (as of August 11, 2022)	Lot / Tract Address	Legal Description as per La Plata County Assessor / GIS File (August 11, 2022)
1	Lory Living Trust	78 Bridlewood Lane Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 1, 78 BRIDLEWOOD LN DURANGO 81303
2	Laura de la Garza Revocable Trust	607 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 2 607 COLONIAL DR DURANGO 81303
3	Fidanque, Heidi and Noah	TBD	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 3
4	Staby, Paul A. and Carolyn S.	709 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 4 709 COLONIAL DR DURANGO 81303
5	Aupperle, Jamie	101 Shenandoah Terrace Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 5 101 SHENANDOAH TERRACE DURANGO 81303
6	The Walsh Trust	774 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 6 774 COLONIAL DR DURANGO 81303
7	Usaitias, Steve M.	782 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 7 782 COLONIAL DR DURANGO 81303
8	Wagner, Jeffery J. and Hollenbeck, Lisa M.	391 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 8 391 SHENANDOAH RD DURANGO 81303
9	Jane W. Schlesinger Revocable Trust	303 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 9 303 SHENANDOAH RD DURANGO 81303
11	Mauk, Daniel and Graham, Karen	51 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 11 SHENANDOAH S/D AMENDMENT 1 PROJ 88-130 51 TIERRA ALTA DURANGO 81303
13	Nelson, Craig Gordon	307 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 13 307 COLONIAL DR DURANGO 81303
14	Jurkens, Joel	425 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 14 425 BLUE RIDGE DURANGO 81303
15	Bechtel, Darryl and Karin	385 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 15 385 BLUE RIDGE DURANGO 81303
16	David and Valerie Pascetti Hennigan Revocable Trust	185 Shenandoah Terrace Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 16 185 SHENANDOAH TERRACE DURANGO 81303
17	David C. Parr & Kathryn C. Parr Family Revocable Trust	223 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 17 223 BLUE RIDGE DURANGO 81303
18	Baker, Perry	TBD	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 18 SHENANCOAH #2 PROJ 92-124 BLK 0 LOT 18

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19	Alexandra Davison Trust	174 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 19 174 BLUE RIDGE DURANGO 81303
20	Sandra K. Blaisdell Revocable Trust	290 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 20 290 BLUE RIDGE RD DURANGO 81303
21	Martarano, Jared and Gueli, Sarah	420 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 21 420 BLUE RIDGE DURANGO 81303
22	Herzing, Karen	TBD	Section: 5 Township: 34 Range: 10 LOT:22 SHENANDOAH SUBD NO 3 PROJ 92-152
23	Close, Doug and Kathy	288 Shenandoah Road Durango, CO 81303	PARCEL A SHENANDOAH NO 5: PROJ #93-79 288 SHENANDOAH RD DURANGO 81303
24	Baseggio, Laura	457 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 24 SHENANDOAH #6 PROJ 93-142 457 SHENANDOAH RD DURANGO 81303
25	William D. and Paula H Suits Family Trust	460 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 25 SHENANDOAH #6 PROJ 93-142 460 SHENANDOAH RD DURANGO 81303
26	Byrd, Terri and Anderson, Beverly	31 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 26 SHENANDOAH #6 PROJ 93-142 31 SHILOH CIR DURANGO 81303
27	Wilder, Eugene Sheffield	514 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 27 SHENANDOAH #6 PROJ 93-142 514 SHENANDOAH RD DURANGO 81303
28	JR & LC One, LP	454 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 28 SHENANDOAH #6 PROJ 93-142 454 SHENANDOAH RD DURANGO 81303
29	Musser, Jacob N.	575 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 29 SHENANDOAH #6 PROJ 93-142 575 SHENANDOAH RD DURANGO 81303
30	John & Linda K Lemanski Revocable Living Trust	621 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 30 SHENANDOAH #6 PROJ 93-142 621 SHENANDOAH RD DURANGO 81303
31	Bradley Family Trust	1057 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 31 SHENANDOAH S/D #6 PROJ 93- 142 1057 SHENANDOAH RD DURANGO 81303
32	McNamara, Jamie and Mitchell	726 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 32 SHENANDOAH #6 PROJ 93-142 726 SHENANDOAH RD DURANGO 81303
33	Belcher, Robert E.	85 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 33 SHENANDOAH #6

[Board Approved – 06.18.26]

			PROJ 93-142 85 BLUE RIDGE DURANGO 81303
34	Baker, Perry	149 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 34 SHENANDOAH #6 PROJ 93-142 149 BLUE RIDGE DURANGO 81303
35	Gettaway Gal, LLC	215 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 35 SHENANDOAH MES #7 PROJ 93-200 LS 0.255 AC TO CR 141 215 COLONIAL DR DURANGO 81303
37	Atkins, Karla Smith and William Henry	101 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 37 SHENANDOAH SUB #8 101 SHILOH CIR DURANGO 81303
38	Meleod, Scott and Mitzi	159 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 38 SHENANDOAH SUB #8 159 SHILOH CIR DURANGO 81303
39	Knuth, Timothy and Tate, Elizabeth	200 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 39 SHENANDOAH SUB #8 200 SHILOH CIR DURANGO 81303
40	Murphy, Russell and Adrienne	160 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 40 SHENANDOAH SUB #8 160 SHILOH CIR DURANGO 81303
12R-A	Colquitt, Richard D. and Sherry A., Trustees	85 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 12R-A ELDER SD FINAL PL, LOT 12R WARNER LOT CONS (PROJ 97- 69),PROJ 2006-0321 85 TIERRA ALTA DURANGO 81303
12R-B	Gutierrez, Christopher and Kirstie	88 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 12R-B ELDER SD FINAL PLAT LOT 12R WARNER LOT CONS (PROJ 97-69), PROJ 2006-0321 88 TIERRA ALTA DURANGO 81303
B-R	Wolf, Lynn	156 Shenandoah Road Durango, CO 81303	PARCEL B-R WEIR/INDOOROPILLY: LOT CONSOLIDATION PROJ #95-94 156 SHENANDOAH RD DURANGO 81303
D	Osias, David L. and Jeanette, Trustees	45 Colonial Lane Durango, CO 81303	Tract: D CAT 1 PROJ 88-126 45 COLONIAL LN DURANGO 81303
E	Loyd, Mark D. and Tara L.	167 Colonial Lane Durango, CO 81303	Tract: E CAT 1 PROJ 88-126 167 COLONIAL LN DURANGO 81303
F-1	Parsons, Brett Sean and Suzanne Forney	255 Colonial Lane Durango, CO 81303	Tract: F1 Section: 5 Township: 34 Range: 10 #95-95 WEIR/GLENGORMLEY MES 255 COLONIAL LN DURANGO 81303
F-2	Clark, Shawn	701 Cr 125 Durango, CO 81303	Tract: F2 Section: 32 Township: 35 Range: 10 #95-95 WEIR/GLENGORMLEY MES 701 CR 125 HESPERUS 81326
35 Acres - SE Cor. of Lot 1	Jacobs, Stephen Jay and Connie A.	240 Bridlewood Lane Durango, CO 81303	Section: 5 Township: 34 Range: 10 SE COR OF LOT 1 240 BRIDLEWOOD LN DURANGO 81303
2	Lake, Lori and Thomas	61 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 2 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 61 SHENANDOAH CIR DURANGO 81303

3	Lake, Lori and Thomas	60 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 3 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 60 SHENANDOAH CIR DURANGO 81303
4	Cutcliffe, James and Betsy	50 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 4, SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 50 SHENANDOAH CIR DURANGO 81303
5	McCardle, Larry and Emily	51 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 5 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 51 SHENANDOAH CIR DURANGO 81303
Common Area			Subdivision: SHENANDOAH ALL PROJ DESC: SHENANDOAH MES, NO 7, PROJ 93-200 COMMON AREA

AND SUCH LOTS, LANDS, EASEMENTS AND COMMON AREAS AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" TO THE DECLARATION OF HOMEOWNER BENEFITS AND ASSURANCES RECORDED ON APRIL 26, 1989, AT RECEPTION NO. 577381, LA PLATA COUNTY CLERK AND RECORDER AND IN SHENANDOAH PLATS INCLUDING THE FOLLOWING:

Title	Project	La Plata County Clerk & Recorder Rec. No.	Lot(s) / Tract(s)
SHENANDOAH CATEGORY 1	86-197	542037	Tracts A, B, C & 2 - not included in Association, see LESS AND EXCEPT below,
CAT. 1 PROJECT 88-126	88-126	577372 (Warranty Deed); 577373	Tracts D, E, F
SHENANDOAH WATERLINE EASEMENTS (September 19, 1989)		583413	
SHENANDOAH CAT. I	88-130	584582	Lots 1-10
SHENANDOAH SUBDIVISION AMENDMENT NO. 1	88-130	604095	Lots 11, 12, 13
SHENANDOAH MASTER PLAN	91-54	613919	
SHENANDOAH SUBDIVISION NO. 2	92-124	636624	Lots 14-21
SHENANDOAH SUBDIVISION NO. 3	92-152	637662	Lot 22
SHENANDOAH MINOR EXEMPTION SUBDIVISION NO. 4	92-176	639464	Lot 23
SHENANDOAH SUBDIVISION NO. 5	93-79	676129	Lot 23 Parcels A & B
SHENANDOAH SUBDIVISION NO. 6	93-142	658127	Lots 24-34
SHENANDOAH MINOR EXEMPTION SUBDIVISION NO. 7	93-200	664506	Lots 35, 36, and Common Area
SHENANDOAH SUBDIVISION NO. 8	93-246	675787	Lots 37, 38, 39, 40
WEIR/INDOOROPILLY LOT CONSOLIDATION	95-94	691398	Lot B-R (formerly 10 and B)
WEIR / GLENGORMLEY MINOR EXEMPTION SUBDIVISION	95-95	695774	Tracts F1, F2
WARNER LOT CONSOLIDATION	97-69	730897	Lot 12R (Consolidated Lots 12 & 36)
SHENANDOAH PEAKS FINAL PLAT	2007- 0140	963078	Shenandoah Peaks Lots 2-5

LESS AND EXCEPT: THE FOLLOWING TRACTS AND LOTS ARE NOT INCLUDED IN THE SHENANDOAH SUBDIVISION PURSUANTO TO THE FINDINGS AND CONCLUSIONS OF THE LA PLATA COUNTY DISTRICT COURT IN ITS ORDER DATED JULY 31, 2003, IN *DUNNE V. SHENANDOAH HOMEOWNERS' ASSOCIATION, INC., ET AL.*, CASE NO 1996-CV-67:

TRACTS 1 AND 2 (HAMMONS) (SHENANDOAH CATEGORY 1; PROJECT 84-87, REC. NO. 498912);

TRACTS A, B, AND C (SHENANDOAH CATEGORY 1 PROJECT NO. 86-197, REC. NO. 542037)

* It is the intent of the Members of the Association to include all lands, lots, common areas, roads and easements that are subject to and included in the 1989 Declarations recorded at Reception No. 577381, and supplements thereto, as of the date of these Amended Declarations. Omission of any lands, lots, common areas, roads, or easements from the above description shall not be construed as an abandonment of any rights or claims of the Association in and to such omitted lands, lots, common areas, roads or easements, or affect the application of these Amended Declarations thereto.

**AMENDED BYLAWS
OF
SHENANDOAH HOMEOWNERS ASSOCIATION, INC.
(Revised ~~10.26.22~~TBD, 2026)**

**ARTICLE 1
OBJECT AND DEFINITIONS**

Section 1.01. Purpose. The specific purposes for which the Association was formed and operates are to provide for maintenance, preservation, and control of Lots and Common Elements within that certain real property described in the Amended Declaration of Homeowners Benefits and Assurances for Shenandoah Subdivision (hereinafter referred to as the "Declarations") recorded in the Records of the Office of the Clerk and Recorder of La Plata County, Colorado; and to promote the health, safety and welfare of the Owners and residents within the above-described property (hereinafter referred to as the "Shenandoah Subdivision").

Section 1.02. Assent. All present and future owners, tenants, ~~future tenants~~, or any other person using facilities of the Shenandoah Subdivision in any manner are subject to these Bylaws and the rules adopted by the Board pursuant hereto. The mere acquisition or rental of any of the lots in the Shenandoah Subdivision or the mere act of occupancy of any of said lots shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

Section 1.03. Definitions. The following terms as used in these Bylaws are defined as follows:

1. ASSOCIATION — means the Shenandoah Homeowners Association, Inc, a Colorado not-for-profit corporation.
2. BOARD — means the Board of Directors of the Shenandoah Homeowners Association, Inc.
3. COMMON ELEMENTS or COMMON AREA — means all property owned by the Association for the mutual use and enjoyment of the Owners, ~~tenants, and guests~~, together with improvements, fixtures, equipment, and personal property located on or used in conjunction therewith.
4. DECLARATIONS — means the Declarations of Homeowners Benefits and Assurances for Shenandoah Subdivision recorded at Reception No. ~~948348~~TBD of the La Plata County, Colorado records, as the same may be amended from time to time, which provide for conditions, covenants, and restrictions for the various subdivision units within Shenandoah Subdivision as supplemented or amended from time to time.
5. LOT — means any lot included in the property described and identified as the Shenandoah Subdivision in the Declarations, but excluding the Common Areas.
6. OWNER — shall mean the persons or legal entity holding record title to a lot within the Shenandoah Subdivision. The terms Member and Owner may be used

[Board Approved – 05.28.26]

~~interchangeably means any person or legal entity who holds to any lot undeveloped or developed.~~

7. MEMBER IN GOOD STANDING — ~~shall mean a Member who is not in arrears in the payment of amounts due under any of the provisions of the Declarations, Bylaws, or Colorado law for a period of 30 days, or has not been cited with a violation of the Declarations or Bylaws for a period of 30 days~~ means a Member who is not in arrears in the payment of amounts due under any of the provisions of the Declarations or Bylaws for a period of 30 days or has been cited with a violation of the Declarations or Bylaws for a period of 30 days.
8. MORTGAGEE — means any grantee or beneficiary of a Mortgage.
9. NEUTRAL ~~3RD-THIRD~~ PARTY — means either a ~~member~~ Member in ~~good~~ Good standing Standing or other ~~3rd-third~~ party who has no direct involvement in a specific dispute or matter under consideration and can act impartially.

ARTICLE 2 MEMBERSHIP

Section 2.01. Membership. The ~~owner~~ Owner of a ~~lot~~ Lot shall automatically upon becoming the owner of the same, be a ~~member~~ Member of the Association, and shall remain a ~~member~~ Member thereof until such time as his ~~or her~~ ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from the ownership of a ~~lot~~ Lot. Membership shall be held in accordance with the ~~Declarations~~, Articles, and ~~these~~ Bylaws of the Association. Membership in the Association shall not be transferred, encumbered, pledged, or alienated in any way, except upon the sale or encumbrance of the ~~lot~~ Lot to which it is appurtenant, and then only to the purchaser, in the case of a sale, or ~~mortgagee~~ Mortgagee, in the case of an encumbrance, of such ~~lot~~ Lot. In the event of ~~Any-any~~ transfer of title to an ~~owner's~~ Owner's ~~lot~~ Lot, including a transfer on the death of an ~~owner~~ Owner, ~~the~~ membership passes automatically with title to the transferee.

A ~~mortgagee~~ Mortgagee does not have membership rights until it obtains title to the ~~lot~~ Lot through foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No ~~member~~ Member may resign his membership. On notice of a transfer, the Association shall record the transfer on its books.

ARTICLE 3 MEETINGS OF MEMBERS

Section 3.01. Place of Meeting. Meetings of the Association members shall be held from time to time at such place, within La Plata County, Colorado, as the Board may determine.

Section 3.02. Annual Meeting. The annual meeting of the Association members shall be on a date and at a time selected by the Board. The purpose of the annual ~~meeting~~ is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.03. Special Meetings. Special meetings of the Association may be called by the Association President, a majority of the Board, or by members who collectively own twenty percent (20%) of all ~~lots~~-Lots within the Shenandoah Subdivision.

Section 3.04. Notice of Meetings.

- i. Annual ~~Meetings~~meetings. Notice of annual meetings shall be provided no less than thirty (30) days nor more than fifty (50) days prior to the meeting.
- ii. Regular and Special~~special~~ meetings. Notice of regular and special meetings shall be provided no less than ten (10) days nor more than fifty (50) days prior to the meeting.

iii. Form of notice.

- a. Annual & Special meetings. The ~~secretary~~Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to the Declarations ~~or the Bylaws~~. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment (with a copy of the amendment) to the Declarations or Bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

In addition to written notice, if electronic means are available the Association may provide notice of all regular and special meetings of ~~H~~Lot ~~o~~Owners by electronic mail to all ~~H~~Lot ~~o~~Owners who so request and who furnish the Association with their electronic mail addresses.

- b. Regular and Special Meetings of the Board and Committees. All regular and special meetings of the Association's Board, or any committee thereof, shall be open to attendance by all Members of the Association or their representatives. Agendas for meetings of the Board shall be made reasonably available for examination by all Members or their representatives.

The Association is encouraged to provide all notices and agendas required by this article in electronic form, by posting on a website or otherwise, in addition to printed form. If such electronic means are available, the Association shall provide notice of all regular and special meetings of unit owners by electronic mail to all unit owners who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four (24) hours before the meeting.

~~In addition to written notice, if electronic means are available the Association may provide notice of all regular and special meetings of lot owners by electronic mail to~~

[Board Approved – 05.28.26]

~~all lot owners who so request and who furnish the Association with their electronic mail addresses.~~

Section 3.05. Adjourned Meetings. If any meeting of Association ~~members~~ Members cannot be organized because a quorum, as hereinafter defined in Section 3.10, is not attained, the ~~members~~ Members who are present, either in person or by proxy, may adjourn the meeting, ~~from time to time,~~ until a quorum is obtained.

Section 3.06. Membership, Classes, and Voting Rights. The Association shall have one class of voting membership. Members shall be all owners and shall be entitled to one vote per each ~~lot~~ Lot owned. When more than one person holds an interest in any ~~lot~~ Lot, all such persons shall be ~~members~~ Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any ~~lot~~ Lot. In the event more than one vote is cast per any ~~lot~~ Lot in any given vote, all of such votes shall be void and no vote shall be cast for such ~~lot~~ Lot in that particular vote.

Section 3.07. Eligibility to Vote. Only ~~members~~ Members ~~deemed to be in good~~ Good standing Standing can vote. If any Member is in arrears in the payment of amounts due under any of the provisions of the Declarations or Bylaws for a period of 30 days or has been cited with a violation of the Declarations or Bylaws for a period of 30 days, that ~~members'~~ Members' rights to vote shall be suspended automatically with no further notice and shall remain suspended until all past due payments are made and/or the citation of violation has been resolved.

Section 3.08. Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. All proxies must be in writing signed by the party granting the proxy. A copy of any proxy must be filed with the Secretary or Association ~~Property~~ property ~~Manager~~ manager at the time of a meeting and the original of any proxy must be provided to the Secretary or Association ~~Property~~ property ~~Manager~~ manager to be attached to the meeting minutes within at least thirty days of the date of final adjournment of any meeting where such proxies are voted.

Section 3.09. Voting by Mail. Voting by mail is permitted as provided ~~for at~~ by C.R.S. § 7-127-109.

Section 3.10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Association ~~members~~ Members possessing a sufficient voting interest to constitute fifty percent (50%) of the voting interests of all ~~members~~ Members shall constitute a quorum, and such ~~members~~ Members present in person or by proxy shall constitute the ~~members~~ Members entitled to vote upon any issue presented at a meeting at which a quorum is present. A ~~member~~ Member shall be deemed present for purposes of determining a quorum on any issue upon which a vote is solicited by mail in ballot and the member submits a completed ballot within the time and in the manner set forth in the solicitation for votes. More than 50% of such ~~members~~ Members present in person, by proxy or by mail in ballot if permitted in a solicitation for votes shall be sufficient to make decisions binding on all Owners unless a different number or method of voting is expressly required by statute, ~~or by~~ the Declarations, Articles of Incorporation, or these Bylaws.

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Section 3.11. Written and Secret Ballots. Voting at duly noticed meetings shall, in general, be by written ballot by any voting member, present in person or by valid proxy, or by mail-in ballot, if provided. Votes for contested board ~~members~~ positions at annual meetings will be taken by secret ballot, unless otherwise required by law. If requested by an ~~owner~~ Owner, secret ballots must be used for a vote on any other matter on which all unit owners are entitled to vote. Ballots must counted by a ~~neutral~~ Neutral ~~third~~ Third ~~party~~ Party.

Section 3.12. Conduct of Meetings. The Association has adopted a Governing Policy for the Conduct of Meetings, which is incorporated herein by reference.

ARTICLE 4 THE BOARD OF DIRECTORS

Section 4.01. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors (~~the~~ "Board") composed of no less than three (hereinafter referred to as "Directors"). Only Members ~~in~~ In ~~good~~ Good ~~standing~~ Standing may serve on the Board.

Section 4.02. Election and Term of Office. The Directors shall hold office until their successors have been elected and qualified. Nominations of candidates for the Board may be made by any ~~member~~ Member of the Association, including present members of the Board. The candidate receiving the largest vote for a position on the Board shall be elected, provided that the candidate receives a vote of more than 50% of a quorum of the members, and each position shall be filled by a separate vote of the members entitled to vote. The Directors shall serve two-year terms. No more than ~~2~~ two (2) consecutive terms may be served by a board member.

Section 4.03. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by more than 50% vote of a quorum of the ~~members~~ Members. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Board shall designate by resolution and motion when such regular and special meetings shall be held.

Section 4.04. Vacancies. Any interim vacancy occurring in the Board may be filled by affirmative vote of the remaining ~~directors~~ Directors.

Section 4.05. Quorum of Directors. A majority of number of Directors fixed by the Bylaws shall constitute a quorum for the transaction of business. Any act by a quorum of the Directors shall be an act of the Board.

Section 4.06. Meetings of the Board.

A. Place and Notice of Board Meetings. Meetings of the Board, regular or special, may be held at such place within La Plata County, State of Colorado, and upon such notice as the Board may prescribe. There will be regularly scheduled meetings of the Board commencing as soon as possible following the annual meeting. The time and place of the meetings will be as agreed upon ~~among~~ by the Directors. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting except when 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. Before, ~~at~~ during, or after any meeting of the Board, any member of the

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Board may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose, of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting. The Board has the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all ~~members of the Board~~Directors. Any action so approved will have the same effect as though taken at a meeting of the Board. Any Director~~(s)~~~~or Directors~~ may participate in any meeting of the Board by telephonic means. A ~~director~~Director deemed to have a conflict of interest regarding a vote from the board, will abstain from voting on that issue.

- B. Open Meetings. All regular and special meetings of the Board, or any committee thereof, will be open to attendance by all Members or their designated representatives. Agendas for meetings of the Board will be made reasonably available for examination by all ~~members~~Members of the ~~association~~Association or their representatives.
- C. Executive Session / Closed Meetings. The members of the Board or any committee thereof may hold an executive or ~~closed~~closed-door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. The matters to be discussed at such an executive session shall include only matters enumerated in paragraphs (i) to (vi) of subsection (D) Of this section.

Upon the final resolution of any matter for which the Board 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.

Prior to the time the members of the ~~executive~~Board or any committee thereof convene in ~~an~~an executive session, the chair of the body shall announce the general matter of discussion as enumerated in paragraphs (i) to (vi) ~~Of~~Of subsection (D) ~~Of~~Of this section.

No rule or regulation of the Board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting, or after the body goes back into regular session following an executive session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.

- D. Matters for discussion by closed session are limited to:

- (i) Matters pertaining to employees of the ~~association~~Association or the managing agent's contract, or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the ~~association~~Association;
- (ii) 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;

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- (iii) Investigative proceedings concerning possible or actual criminal misconduct;
- (iv) Matters subject to specific constitutional, statutory, or judicially ~~Imposed-imposed~~ requirements protecting particular proceedings or matters from public disclosure;
- (v) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; ~~and~~
- (vi) Review of or discussion relating to any written or oral communication from legal counsel.

Section 4.07. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Board may do all such acts and things as are not by law, ~~the Declarations, or by~~ the Articles of Incorporation, or these Bylaws ~~or by the Declarations~~ directed to be exercised and done by the ~~members~~ Members.

Section 4.08. Other Powers and Duties. Without limiting the generality of the powers and duties set forth in Section 4.07 of these Bylaws, the Board shall be empowered and shall have the powers and duties as follows:

- A. To administer and enforce the Declarations, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declarations.
- B. To establish, make, and enforce compliance with Governing Policies, Rules & Regulations, and Board Resolutions ~~such reasonable rules~~ as may be necessary for the operation, use and occupancy of the Shenandoah Subdivision with the right to amend same from time to time, subject to ratification or nullification at the next meeting of the members as provided under Article 3.01 of the Declarations. A copy of such Governing Policies, Rules & Regulations, and Board Resolutions ~~rules and regulations~~ shall be delivered to or mailed to each ~~member~~ Member promptly upon the adoption thereof.
- C. To keep in good order, condition, and repair all Common Elements, including, but not limited to, the roads, ~~water system and~~ mailbox area, and all items of personal property, if any, used in the enjoyment of the Shenandoah Subdivision. No approval of the Owners is required for expenditures for these purposes, provided, however, as follows:
 - (i) That any expenditures that necessitate a special assessment that would result in an increase of more than 15% over total assessments (Regular plus Special Assessments) for the previous calendar year may be adopted only upon a majority vote of the Members present at a meeting called for that purpose; and
 - (ii) With the exception of money allocated for road maintenance, the expenditure of money for any project which exceeds in cost one-half (1/2) of the annual revenue of the Association shall require a majority vote of the Members present at a meeting called for that purpose.
- D. To insure and keep insured all the insurable Common Elements of the Shenandoah Subdivision in an amount equal to the full replacement value (i.e., 100% of the current

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“replacement cost” exclusive of land, foundation, and other items normally excluded from coverage) of the Shenandoah Subdivision. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in an amount not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. To insure and keep insured all the fixtures, equipment, and personal property acquired by the Association and the Owners of the Lots. To maintain insurance that meets at least the minimum requirements of CCIOA.

- E. To fix, determine, levy, and collect the prorated annual assessments to be paid by each of the members toward the common expenses of the Shenandoah Subdivision, and to adjust, decrease or increase the amount of the assessments, including expense reserves, and to credit any excess of assessments over expenses and cash reserves to the members against the next succeeding assessment period, provided, however, that any expenditures that necessitate a special assessment that would result in an increase of more than 15% over total assessments (Regular plus Special Assessments) for the previous fiscal year may be adopted only upon a majority vote of a quorum of Members at a meeting called for that purpose. The setting of the annual budget and fixing and determining of the annual assessments pursuant thereto shall be accomplished within 90 days before the beginning of the Association's calendar year. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in statement form and shall set forth the detail of the various expenses for which the assessments are being made. A ~~one-year~~one-year General Reserve equal to not more than the average of the previous three (3) years annual revenue may be accrued. The ~~board~~Board has the right to establish additional reserves as needed.
- F. To collect delinquent assessments by suit or otherwise and to enjoin and seek damages from an Owner as is provided in the Declarations ~~and~~, these Bylaws, or by law. To enforce applicable late charges and interest in connection with unpaid assessments and delinquent accounts, as set forth in the Declarations.
- G. To adopt and publish such rules and regulations relating to the use of the Association property, and sanctions for non-compliance therewith, as it may deem reasonably necessary for the best interest of the Association and its Members. The Board may also establish and levy reasonable fees for the issuance of permits, for the erecting or placing of improvements on any ~~lot~~Lot or acreage and also for the use of the Association property.
- H. To protect and defend the Shenandoah Subdivision from loss or damage by suit or otherwise.
- I. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declarations and these Bylaws, and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board may deem necessary, and such indebtedness shall be the several obligations of all of the Owners in the same proportion as they share in the Common Elements; provided, however, that the Board shall not borrow more than 20% of the total annual Association budget or cause the Association to be indebted for more than 20% of the total annual

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Association budget at any one time without the prior approval by majority vote of the Association ~~M~~members.

- J. To enter into contracts within the scope of their duties.
- K. To establish a bank account for the treasury and for all separate funds, including any reserve funds, which are required or may be deemed advisable by the Board. For amounts over \$500.00 two officers, or one officer and the Association's property manager, must review and independently authorize payments from the Association accounts, and these Officers shall be bonded for at least ~~one-one-and-one-half~~ (1-1/2) of the annual income of the Association. One officer's authorization shall be sufficient for payment of routine amounts up to \$500.00.
- L. To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements, and to permit examination thereof by Lot Owners or their Mortgagees when required.
- M. To prepare and deliver a semiannual and annual financial statement to each ~~M~~member showing all receipts, expenses and disbursements since the last such statement, including depreciation and other tax information.
- N. To designate and remove when necessary, the personnel necessary for operation, maintenance, repair, and replacement of the Common Elements.
- O. On fourteen days' notice from any Owner or Mortgagee, to furnish a certificate of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, and to collect any resulting costs from the requesting party.
- P. The Board shall cause a Members' newsletter to be published at least twice annually.
- Q. As required by C.R.S. § 38-33.3-209.4, the Board shall cause the Association to provide to all Members, at least once per year, a written notice stating the name of the Association; the name of the Association's designated agent or management company, if any; and a valid physical address and telephone number for both the ~~association~~ Association and the designated agent or management company, if any. The notice shall also 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 Association's address, designated agent, or management company changes, the Association shall provide all unit owners with an amended notice within ninety (90) days after the change.

Section 4.09. Manager. The Board may employ for the Association a ~~Manager~~ manager or ~~Managing-managing Agent-agent~~ pursuant to a written ~~Management-management Contract~~ contract with a real estate management company actively doing business in La Plata County, Colorado, or a certified public accounting firm doing business in La Plata County, Colorado or a resident owner, which ~~Management-management Contract-contract~~ shall be based upon an annually adopted budget, which budget shall be adopted on or before October 1 of each year, at a compensation established by the Board, to perform such duties and services specified in Section 4.08 as the Board shall authorize; provided, however, that the Board in delegating such duties

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shall not be relieved of its responsibility under the Declarations. The written ~~Management management Contract-contract~~ shall provide that the ~~Manager-manager~~ shall have the ability to spend up to \$500.00 for repairs without the authorization of the ~~offieers-Directors~~ of the Association if the ~~offieers-Directors~~ have not been reasonably available and the circumstances are such that immediate action is necessary.

Section 4.10. Association Records. The Board or its designated ~~Manager-manager~~ shall maintain records and make them available as required by CCIOA, and has adopted a Governing Policy for the Inspection and Copying of Association Records, which is incorporated herein by reference.C.R.S. § 38-33.3-317 (2021), which provides, as follows:

~~(1) In addition to any records specifically defined in the association's declaration or bylaws or expressly required by section 38-33.3-209.4(2), the association must maintain the following, all of which shall be deemed to be the sole records of the association for purposes of document retention and production to owners:~~

~~(a) Detailed records of receipts and expenditures affecting the operation and administration of the association;~~

~~(b) Records of claims for construction defects and amounts received pursuant to settlement of those claims;~~

~~(c) Minutes of all meetings of its unit owners and executive board, a record of all actions taken by the unit owners or executive board without a meeting, and a record of all actions taken by any committee of the executive board;~~

~~(d) Written communications among, and the votes cast by, executive board members that are:~~

~~(I) Directly related to an action taken by the board without a meeting pursuant to section 7-128-202, C.R.S.; or~~

~~(II) Directly related to an action taken by the board without a meeting pursuant to the association's bylaws;~~

~~(e) The names of unit owners in a form that permits preparation of a list of the names of all unit owners and the physical mailing addresses at which the association communicates with them, showing the number of votes each unit owner is entitled to vote; except that this paragraph (e) does not apply to a unit, or the owner thereof, if the unit is a time share unit, as defined in section 38-33-110(7);~~

~~(f) Its current declaration, covenants, bylaws, articles of incorporation, if it is a corporation, or the corresponding organizational documents if it is another form of entity, rules and regulations, responsible governance policies adopted pursuant to section 38-33.3-209.5, and other policies adopted by the executive board;~~

~~(g) Financial statements as described in section 7-136-106, C.R.S., for the past three years and tax returns of the association for the past seven years, to the extent available;~~

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~~(h) A list of the names, electronic mail addresses, and physical mailing addresses of its current executive board members and officers;~~

~~(h.5) A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the association in connection with the purchase or sale of a unit and are not paid for through assessments, including transfer fees, record change fees, and the charge for a status letter or statement of assessments due;~~

~~(h.6) All documents included in the association's annual disclosures made pursuant to section 38-33.3-209.4.~~

~~(i) Its most recent annual report delivered to the secretary of state, if any;~~

~~(j) Financial records sufficiently detailed to enable the association to comply with section 38-33.3-316(8) concerning statements of unpaid assessments;~~

~~(k) The association's most recent reserve study, if any;~~

~~(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;~~

~~(m) Records of executive board or committee actions to approve or deny any requests for design or architectural approval from unit owners;~~

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

~~(o) Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and~~

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

~~(2)(a) Subject to subsections (3), (3.5), and (4) of this section, all records maintained by the association must be available for examination and copying by a unit owner or the owner's authorized agent. The association may require unit owners to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled executive board meeting if the meeting occurs within thirty days after the request. Notwithstanding any provision of the declaration, bylaws, articles, or rules and regulations of the association to the contrary, the association may not condition the production of records upon the statement of a proper purpose.~~

~~(b)(I) Notwithstanding paragraph (a) of this subsection (2), a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a unit owner's interest as a unit owner without consent of the executive board.~~

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~~(H) Without limiting the generality of subparagraph (I) of this paragraph (b), without the consent of the executive board, a membership list or any part thereof may not be:~~

~~(A) Used to solicit money or property unless such money or property will be used solely to solicit the votes of the unit owners in an election to be held by the association;~~

~~(B) Used for any commercial purpose; or~~

~~(C) Sold to or purchased by any person.~~

~~(3) Records maintained by an association may be withheld from inspection and copying to the extent that they are or concern:~~

~~(a) Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;~~

~~(b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;~~

~~(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;~~

~~(d) Disclosure of information in violation of law;~~

~~(e) Records of an executive session of an executive board;~~

~~(f) Individual units other than those of the requesting owner; or~~

~~(g) The names and physical mailing addresses of unit owners if the unit is a time share unit, as defined in section 38-33-110(7).~~

~~(3.5) Records maintained by an association are not subject to inspection and copying, and they must be withheld, to the extent that they are or concern:~~

~~(a) Personnel, salary, or medical records relating to specific individuals; or~~

~~(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 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.~~

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~~(H) As used in this paragraph (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”, article 71.3 of title 24, C.R.S., if the parties so agree in accordance with section 24-71.3-105, C.R.S.~~

~~(4) The association may impose a reasonable charge, which may be collected in advance and may cover the 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, including the costs of copying, mailing, and any necessary special processing.~~

~~(4.5) If the association fails to allow inspection or copying of records in accordance with this section within thirty calendar days after receipt of a written request submitted by certified mail, return receipt requested, and payment of any fees required pursuant to subsection (4) of this section, the association is liable for penalties in the amount of fifty dollars per day, commencing on the eleventh business day after the association received the written request, up to a maximum of five hundred dollars or the unit owner's actual damages sustained as a result of the refusal, whichever is greater.~~

~~(5) A right to copy records under this section includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the unit owner.~~

~~(6) An association is not obligated to compile or synthesize information.~~

~~(7) Association records and the information contained within those records shall not be used for commercial purposes.~~

~~(8) Subsections (1)(h.5), (1)(h.6), and (4.5) of this section, as added by House Bill 21-1229, enacted in 2021, and subsection (4) of this section, as amended by House Bill 21-1229, enacted in 2021, do not apply to an association that includes time share units, as defined in section 38-33-110(7).~~

ARTICLE 5 OFFICERS AND THEIR DUTIES

Section 5.01. Enumeration of Officers. The officers of this Association and Board shall be a President, Vice-President, ~~1~~Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create. All officers must be members of the Board.

Section 5.02. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 5.03. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or ~~shall~~ be removed, or otherwise disqualified to serve.

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Section 5.04. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the ~~president~~ President or the ~~secretary~~ Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, or unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.06. Vacancies. A vacancy in any office may be filled ~~by appointment~~ by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he ~~/or~~ she replaces.

Section 5.07. Multiple Offices. The office of Vice-President and Secretary ~~shall~~ may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 5.04 of this Article.

Section 5.08. Duties. The duties of the officers are as follows:

A. President: The ~~president~~ President shall preside at all meetings of the Association members and the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments.

B. Vice-President/~~Secretary~~: The Vice-President/~~Secretary~~ shall assist the President with the general duties and powers of the office, and in the event the President's inability or refusal to act, the Vice-President has the power to act and shall thereupon be vested with the powers and duties of the President.

B.C. ~~The Vice President~~/Secretary shall be responsible to record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; ~~keep the corporate seal of the Association and affix it to all papers requiring said seal;~~ serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with addresses; and shall perform such other duties as required by the Board.

C.D. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; in the event of a request by an individual member, cause a review or audit of the Association's books to be made as required by the Declarations; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership, and deliver a copy to each of the members. The Treasurer may delegate the performance of the above listed tasks to other persons. In the event delegation has occurred, the overall accountability for the tasks does not shift away from the Treasurer.

ARTICLE 6

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.01. Indemnification. The Association shall indemnify each ~~direector~~Director and officer or persons appointed by the ~~board~~Board and officers to perform tasks on behalf of the Association against liability for judgements, settlements, penalties, fines or reasonable expenses incurred in any proceeding, whether threatened, pending or completed action or suit, or whether civil, criminal, administrative or investigative and whether formal or informal, to the full extent permitted by Colorado law.

ARTICLE 7

BYLAWS

Section 7.01. Amendment. These Bylaws may be amended by the Board by mail ballots or at duly constituted meetings for such purposes by no less than 67% of Association members. The notice of such meeting shall contain a summary of the proposed changes or a copy of the proposed changes. No amendment shall serve to shorten the term of any Director or conflict with the Colorado Nonprofit Corporation Act, or violate ~~the~~ CCIOA.

Section 7.02. Conflict Between Documents. In the event of any conflict between the Association's Governing Documents, the terms of each document shall control in the following order: i) Amended Declarations, ii) the Articles of Incorporation, iii) Bylaws, iv) Governing Policies, v) or Rules & Regulations, Board Resolutions, and AC Guidelines. In the event of any such conflict, non-controlling terms shall automatically be amended, but only to the extent necessary to conform to the conflicting provision thereof.~~In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.~~

ARTICLE 8

SERVICES

Section 8.01. Services. The Association shall provide the following services, as determined by the Board, and the expenses thereof shall be paid from annual assessments, which may be amended or supplemented from time to time by vote of the Board:

- A. Accounting services;
- B. Office supplies;
- C. Legal services;

~~D. Ensure that water system is maintained by Lake Durango Water Company;~~

~~E.D.~~ Snow removal from subdivision roads and common areas;

~~F.E.~~ Insurance for Common Elements;

~~G.F.~~ Maintain insurance to include officers and directors, property, and general liability;

~~H.G.~~ Management fee;

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~~H.~~ If possible, maintain a reasonable reserve fund for general maintenance, repair, and replacement of Common Elements; and

K. Maintain a reserve fund for road maintenance;

~~L. Trash and Recycling services;~~

**ARTICLE 9
NONPROFIT CORPORATION**

Section 9.01. Nonprofit Corporation. This Association is not organized for profit. No ~~member~~ Member of the Association or of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations of this corporation, and in no event shall any part of the funds or assets of the Association be paid as a dividend, or be distributed to, or inure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following: -(i) reasonable compensation may be paid to any ~~member~~ Member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; and (ii) any ~~member~~ Member or Director may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 10
OBLIGATIONS OF THE OWNERS

Section 10.01. Assessments. Except as otherwise provided in the Declarations, all owners shall be obligated to pay the annual assessments imposed by the Association to meet the Common Expenses. Unless otherwise determined by the Association, the annual assessments, and any special assessments which are to be paid in quarterly installments, shall be paid within 30 days of date of invoice payable to the Association at its invoice address, or as the Association may otherwise direct in any ~~Management~~management Agreement~~agreement~~. Only a Member in Good Standing ~~A member shall be deemed to be in good standing and shall be~~ entitled to vote at any annual or ~~at a~~ special meeting of ~~members~~Members, ~~within the meaning of these Bylaws, if, and only if, he shall have fully paid all assessments made or levied against him or the lot owned by him.~~

Section 10.02. Registration of Mailing Address. All ~~owners~~Owners of each ~~lot~~Lot shall have one and the same registered mailing address to be used by the Association for mailing of notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or such combination thereof to be used by the Association. Such registered address of a Lot Owner or Owners shall be furnished by such Owner(s) to the ~~secretary~~Secretary within five days after transfer of title; such registration shall be in written form and signed by all of the ~~owners~~Owners of the ~~lot~~Lot or by such persons as are authorized by law to represent the interests of all Owners thereof. If no such address is registered or if all ~~of the~~ Owners cannot agree, then the address of the ~~lot~~Lot shall be their registered address until another registered address is furnished as permitted under this Section. If the ~~lot~~Lot is the registered address of the ~~owners~~Owners, then any notice shall have been deemed to be duly given if it is delivered to any person occupying that ~~lot~~Lot or, if such ~~lot~~Lot is unoccupied, by holding such notice available for the Owners at the principal office of the Association. The registered address may be changed from time to time by similar designation.

Section 10.03. Use of General Common Elements. Each Owner shall use the General Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

Section 10.04. Assessments, Debts and Other Obligations Assumed By Lot Owner. The assessments, debts, and other obligations assumed by the Owner are:

- A. The duties and obligations with respect to ~~lots~~Lots as set forth more fully in Article 8 of the Declarations.
- B. The duty of Owners ~~as set forth in Article 2 of the Declarations~~ to reimburse the Association for repair or replacement of Common Elements, when such repair or replacement is occasioned by the negligent or willful act or omission of said Owner, his family members, guests, invitees, or tenants.
- C. The duty to pay all annual, special and default assessments provided for and governed by Article 6 of the Declarations and levied for any purpose authorized by the Declarations.

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- D. The duty to pay any separately metered or assessed utility costs and ad valorem taxes and special assessments levied by the State of Colorado or any political subdivision thereof on an Owner's ~~lot~~Lot.
- E. The duty to indemnify and hold harmless each of the other Owners and the Association from liability arising from the claim of any mechanic's lien against an Owner's Lot or against the Common Elements.
- F. The duty to adhere to and comply with all use restrictions of Article 8 of the Declarations.
- H. The burdens imposed by the easements set forth in Article 9 of the Declarations.
- I. The duty to abide by all duly adopted Governing Policies, Rules ~~and~~ & Regulations, and Board Resolutions of the Association.

**ARTICLE 11
COMMITTEES**

Section 11.01. Standing Committees.

- A. There shall be ~~two-five~~ (25) standing committees; ~~the Architectural Committee (AC), and the Road Committee, the Entrance Committee, the Welcome Committee, and the Fire Mitigation Committee,~~ as provided for in the Declarations. Additional committees may be appointed by the Board when they or the Membership think that a committee is needed to fulfill a specific Association need.
- B. Each committee shall consist of a minimum three (3) volunteers and an advisory Board member. Volunteer committee members may include Association and non-Association Members, who shall be ~~by~~ appointed by the Board. The advisory Board member on the committee shall serve as a non-voting member.
- C. ~~C. The committees shall elect a chairperson, who shall serve a two-year term. All mid-term appointments will be made by the Board as vacancies occur to fill the balance of the vacated term. The committees will in turn elect a chairperson. All mid-term appointments will be made by the Board as vacancies occur to fill the balance of the vacated term.~~
- D. All committee Members serve at the pleasure of the Board.
- E. When irregular vacancies are created by resignation, death or other causes, the Board shall appoint Members or, in their discretion, non-members to fill such vacancies.
- F. Prior to September 1 of each year, committee chairmen will submit budgets for their activities to the Association ~~Secretary~~/Treasurer who will assemble a composite budget for the Association. The ~~Secretary~~/Treasurer will then submit the total Association budget to the Board for their approval by October 1 of each calendar year. Upon approval of the budget by the Board it shall be the responsibility of each operating committee chairman to conduct his or her phase of the operation within the limits of the budget for the ensuing calendar year.

ARTICLE 12
BOOKS AND RECORDS

Section 12.01. Books & Records. The books, records, and papers of the Association shall at all times, during reasonable business hours and with reasonable notification, be subject to inspection by any member. The Declarations, the Articles of ~~incorporation~~Incorporation, and the Bylaws of the Association, as well as any ~~Management~~management Agreements~~agreements~~, shall be available for inspection by members at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 13
FIRST MORTGAGEE REQUIREMENTS

Section 13.01. First Mortgagee Requirements. The Association will give any First Mortgagee (which for this purpose includes the beneficiary of any first lien deed of trust) written notification of any default in the performance of any borrower of any obligation under the Declarations, ~~the~~ Articles of Incorporation ~~of the Shenandoah Homeowners Association, Inc.~~, or these Bylaws, which default is not cured within sixty days after the same shall occur. Such written notification shall be sent to such address as the Mortgagee may designate.

Section 13.02. Lot Obtained Through Foreclosure “Right of First Refusal” Exemption. Any First Mortgagee who obtains title to a lot pursuant to the remedies provided in the deed of trust or mortgage, by foreclosure of said deed of trust or mortgage, by purchase at a foreclosure sale, or by deed in lieu of foreclosure, will be exempt from any “right of first refusal” contained in the Declarations.

Section 13.03. Two Thirds Voting Requirement. Unless at least two-thirds of the First ~~Mortgagees~~Mortgagees (based upon one vote for each First Mortgage owned) and Owners of the individual ~~lots~~Lots in the Shenandoah Subdivision shall have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to dissolve or terminate the Association;
- B. Change the *pro rata* interest or obligations of any individual lot for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the *pro rata* share of ownership of each Lot in the Common Elements; and
- C. By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements; (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Shenandoah Subdivision shall not be deemed a transfer within the meaning of this clause).

Section 13.04. Right to Examine Books and Records. As provided in Section 12.01 hereof, First Mortgagees shall have the right to examine the books and records of the Association of the Shenandoah Subdivision.

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Section 13.05. Reserve Fund Estimate for Common Elements. At each annual meeting, the Board shall estimate the amount necessary to provide an adequate reserve fund for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis and shall provide that such amounts shall be payable as a part of the regular annual assessments. The annual assessments provided by the Declarations shall be payable as provided for in Article 6.05 of the Declarations.

Section 13.06. Damage or Destruction to the Common Elements. In the event of any damage or destruction to the Common Elements, or if all or any part thereof shall be taken by exercise of eminent domain, such funds shall be applied to the repair or replacements of the damaged, destroyed or condemned Common Elements or distributed for the payment of general (ad valorem) property taxes, if any, as the Board may determine. Thereafter, any such funds shall be applied as all First Mortgagees agree.

Section 13.07. Taxes, Assessments, and Charges Which May Become Liens. All taxes, assessments and charges which may become liens prior to the First Mortgage under Colorado law shall relate only to the individual lot and not to the Shenandoah Subdivision as a whole.

**ARTICLE 14
MISCELLANEOUS**

Section 14.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

[Remainder of page intentionally blank – signature page to follow]

[Board Approved – 05.28.26]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of the Shenandoah Homeowners Association, Inc., certify that these Amended Bylaws were adopted and approved by the Board and a two-thirds majority vote of the Members at a meeting held on June 28, 2022 for that purpose at which a quorum was present, to amend and supersede the Association's prior Amended Bylaws, effective June 2017.

Russell Murphy, President

Jamie Aupperle, Vice-President / Secretary

David Hennigan, Treasurer

**AMENDED BYLAWS
OF
SHENANDOAH HOMEOWNERS ASSOCIATION, INC.
(Revised **TBD**, 2026)**

**ARTICLE 1
OBJECT AND DEFINITIONS**

Section 1.01. Purpose. The specific purposes for which the Association was formed and operates are to provide for maintenance, preservation, and control of Lots and Common Elements within that certain real property described in the Amended Declaration of Homeowners Benefits and Assurances for Shenandoah Subdivision (hereinafter referred to as the 'Declarations') recorded in the Records of the Office of the Clerk and Recorder of La Plata County, Colorado; and to promote the health, safety and welfare of the Owners and residents within the above-described property (hereinafter referred to as the “Shenandoah Subdivision”).

Section 1.02. Assent. All present and future owners, tenants, or any other person using facilities of the Shenandoah Subdivision in any manner are subject to these Bylaws and the rules adopted by the Board pursuant hereto. The mere acquisition or rental of any of the lots in the Shenandoah Subdivision or the mere act of occupancy of any of said lots shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

Section 1.03. Definitions. The following terms as used in these Bylaws are defined as follows:

1. ASSOCIATION — means the Shenandoah Homeowners Association, Inc, a Colorado not-for-profit corporation.
2. BOARD — means the Board of Directors of the Shenandoah Homeowners Association, Inc.
3. COMMON ELEMENTS or COMMON AREA — means all property owned by the Association for the mutual use and enjoyment of the Owners, tenants, and guests, together with improvements, fixtures, equipment, and personal property located on or used in conjunction therewith.
4. DECLARATIONS — means the Declarations of Homeowners Benefits and Assurances for Shenandoah Subdivision recorded at Reception No. TBD of the La Plata County, Colorado records, as the same may be amended from time to time, which provide for conditions, covenants, and restrictions for the various subdivision units within Shenandoah Subdivision as supplemented or amended from time to time.
5. LOT — means any lot included in the property described and identified as the Shenandoah Subdivision in the Declarations, but excluding the Common Areas.
6. OWNER — shall mean the persons or legal entity holding record title to a lot within the Shenandoah Subdivision. The terms Member and Owner may be used interchangeably..

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7. **MEMBER IN GOOD STANDING** — means a Member who is not in arrears in the payment of amounts due under any of the provisions of the Declarations, Bylaws, or Colorado law for a period of 30 days, or has not been cited with a violation of the Declarations or Bylaws for a period of 30 days.
8. **MORTGAGEE** — means any grantee or beneficiary of a Mortgage.
9. **NEUTRAL THIRD PARTY** — means either a Member in Good Standing or other third party who has no direct involvement in a specific dispute or matter under consideration and can act impartially.

ARTICLE 2
MEMBERSHIP

Section 2.01. Membership. The Owner of a Lot shall automatically upon becoming the owner of the same, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Membership shall be held in accordance with the Declarations, Articles, and these Bylaws of the Association. Membership in the Association shall not be transferred, encumbered, pledged, or alienated in any way, except upon the sale or encumbrance of the Lot to which it is appurtenant, and then only to the purchaser, in the case of a sale, or Mortgagee, in the case of an encumbrance, of such Lot. In the event of any transfer of title to an Owner's Lot, including a transfer on the death of an Owner, the membership passes automatically with title to the transferee.

A Mortgagee does not have membership rights until it obtains title to the Lot through foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No Member may resign his membership. On notice of a transfer, the Association shall record the transfer on its books.

ARTICLE 3
MEETINGS OF MEMBERS

Section 3.01. Place of Meeting. Meetings of the Association members shall be held from time to time at such place within La Plata County, Colorado, as the Board may determine.

Section 3.02. Annual Meeting. The annual meeting of the Association members shall be on a date and at a time selected by the Board. The purpose of the annual meeting is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.03. Special Meetings. Special meetings of the Association may be called by the Association President, a majority of the Board, or by members who collectively own twenty percent (20%) of all Lots within the Shenandoah Subdivision.

Section 3.04. Notice of Meetings.

1. Annual meetings. Notice of annual meetings shall be provided no less than thirty (30) days nor more than fifty (50) days prior to the meeting.
2. Regular and special meetings. Notice of regular and special meetings shall be provided no less than ten (10) days nor more than fifty (50) days prior to the meeting.
3. Form of notice.
 - a. Annual & Special meetings. The Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to the Declarations. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment (with a copy of the amendment) to the Declarations or Bylaws, any budget changes, and any proposal to remove an officer or member of the executive board.

In addition to written notice, if electronic means are available the Association may provide notice of all regular and special meetings of Lot Owners by electronic mail to all Lot Owners who so request and who furnish the Association with their electronic mail addresses.

- b. Regular and Special Meetings of the Board and Committees. All regular and special meetings of the Association's Board, or any committee thereof, shall be open to attendance by all Members of the Association or their representatives. Agendas for meetings of the Board shall be made reasonably available for examination by all Members or their representatives.

The Association is encouraged to provide all notices and agendas required by this article in electronic form, by posting on a website or otherwise, in addition to printed form. If such electronic means are available, the Association shall provide notice of all regular and special meetings of unit owners by electronic mail to all unit owners who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four (24) hours before the meeting.

Section 3.05. Adjourned Meetings. If any meeting of Association Members cannot be organized because a quorum, as hereinafter defined in Section 3.10, is not attained, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum is obtained.

Section 3.06. Membership, Classes, and Voting Rights. The Association shall have one class of voting membership. Members shall be all owners and shall be entitled to one vote per each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be

Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event more than one vote is cast per any Lot in any given vote, all of such votes shall be void and no vote shall be cast for such Lot in that particular vote.

Section 3.07. Eligibility to Vote. Only Members in Good Standing can vote. If any Member is in arrears in the payment of amounts due under any of the provisions of the Declarations or Bylaws for a period of 30 days or has been cited with a violation of the Declarations or Bylaws for a period of 30 days, that Members' rights to vote shall be suspended automatically with no further notice and shall remain suspended until all past due payments are made and/or the citation of violation has been resolved.

Section 3.08. Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. All proxies must be in writing signed by the party granting the proxy. A copy of any proxy must be filed with the Secretary or Association property manager at the time of a meeting and the original of any proxy must be provided to the Secretary or Association property manager to be attached to the meeting minutes within at least thirty days of the date of final adjournment of any meeting where such proxies are voted.

Section 3.09. Voting by Mail. Voting by mail is permitted as provided by C.R.S. § 7-127-109.

Section 3.10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Association Members possessing a sufficient voting interest to constitute fifty percent (50%) of the voting interests of all Members shall constitute a quorum, and such Members present in person or by proxy shall constitute the Members entitled to vote upon any issue presented at a meeting at which a quorum is present. A Member shall be deemed present for purposes of determining a quorum on any issue upon which a vote is solicited by mail in ballot and the member submits a completed ballot within the time and in the manner set forth in the solicitation for votes. More than 50% of such Members present in person, by proxy or by mail in ballot if permitted in a solicitation for votes shall be sufficient to make decisions binding on all Owners unless a different number or method of voting is expressly required by statute, the Declarations, Articles of Incorporation, or these Bylaws.

Section 3.11. Written and Secret Ballots. Voting at duly noticed meetings shall, in general, be by written ballot by any voting member, present in person or by valid proxy, or by mail-in ballot, if provided. Votes for contested board positions at annual meetings will be taken by secret ballot, unless otherwise required by law. If requested by an Owner, secret ballots must be used for a vote on any other matter on which all unit owners are entitled to vote. Ballots must counted by a Neutral Third Party.

Section 3.12. Conduct of Meetings. The Association has adopted a Governing Policy for the Conduct of Meetings, which is incorporated herein by reference.

ARTICLE 4
THE BOARD OF DIRECTORS

Section 4.01. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors ("Board") composed of no less than three (hereinafter referred to as "Directors"). Only Members In Good Standing may serve on the Board.

Section 4.02. Election and Term of Office. The Directors shall hold office until their successors have been elected and qualified. Nominations of candidates for the Board may be made by any Member of the Association, including present members of the Board. The candidate receiving the largest vote for a position on the Board shall be elected, provided that the candidate receives a vote of more than 50% of a quorum of the members, and each position shall be filled by a separate vote of the members entitled to vote. The Directors shall serve two-year terms. No more than two (2) consecutive terms may be served by a board member.

Section 4.03. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by more than 50% vote of a quorum of the Members. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Board shall designate by resolution and motion when such regular and special meetings shall be held.

Section 4.04. Vacancies. Any interim vacancy occurring in the Board may be filled by affirmative vote of the remaining Directors.

Section 4.05. Quorum of Directors. A majority of number of Directors fixed by the Bylaws shall constitute a quorum for the transaction of business. Any act by a quorum of the Directors shall be an act of the Board.

Section 4.06. Meetings of the Board.

1. **Place and Notice of Board Meetings.** Meetings of the Board, regular or special, may be held at such place within La Plata County, State of Colorado, and upon such notice as the Board may prescribe. There will be regularly scheduled meetings of the Board commencing as soon as possible following the annual meeting. The time and place of the meetings will be as agreed upon by the Directors. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting except when 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. Before, during, or after any meeting of the Board, any member of the Board may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose, of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting. The Board has the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved will have the same effect as though taken at a meeting of the Board. Any Director(s) may participate in any meeting of the Board by telephonic means. A Director deemed to have a conflict of interest regarding a vote from the board, will abstain from voting on that issue.

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2. Open Meetings. All regular and special meetings of the Board, or any committee thereof, will be open to attendance by all Members or their designated representatives. Agendas for meetings of the Board will be made reasonably available for examination by all Members of the Association or their representatives.
3. Executive Session / Closed Meetings. The members of the Board or any committee thereof may hold an executive or closed-door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting or a part thereof. The matters to be discussed at such an executive session shall include only matters enumerated in paragraphs (i) to (vi) of subsection (D) Of this section.

Upon the final resolution of any matter for which the Board 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.

Prior to the time the members of the Board or any committee thereof convene in an executive session, the chair of the body shall announce the general matter of discussion as enumerated in paragraphs (i) to (vi) of subsection (D) of this section.

No rule or regulation of the Board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting, or after the body goes back into regular session following an executive session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.

4. Matters for discussion by closed 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; and

- f. Review of or discussion relating to any written or oral communication from legal counsel.

Section 4.07. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Board may do all such acts and things as are not by law, the Declarations, the Articles of Incorporation, or these Bylaws directed to be exercised and done by the Members.

Section 4.08. Other Powers and Duties. Without limiting the generality of the powers and duties set forth in Section 4.07 of these Bylaws, the Board shall be empowered and shall have the powers and duties as follows:

1. To administer and enforce the Declarations, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declarations.
2. To establish, make, and enforce compliance with Governing Policies, Rules & Regulations, and Board Resolutions as may be necessary for the operation, use and occupancy of the Shenandoah Subdivision with the right to amend same from time to time, subject to ratification or nullification at the next meeting of the members as provided under Article 3.01 of the Declarations. A copy of such Governing Policies, Rules & Regulations, and Board Resolutions shall be delivered to or mailed to each Member promptly upon the adoption thereof.
3. To keep in good order, condition, and repair all Common Elements, including, but not limited to, the roads, mailbox area, and all items of personal property, if any, used in the enjoyment of the Shenandoah Subdivision. No approval of the Owners is required for expenditures for these purposes, provided, however, as follows:
 - a. That any expenditures that necessitate a special assessment that would result in an increase of more than 15% over total assessments (Regular plus Special Assessments) for the previous calendar year may be adopted only upon a majority vote of the Members present at a meeting called for that purpose; and
 - b. With the exception of money allocated for road maintenance, the expenditure of money for any project which exceeds in cost one-half (1/2) of the annual revenue of the Association shall require a majority vote of the Members present at a meeting called for that purpose.
4. To insure and keep insured all the insurable Common Elements of the Shenandoah Subdivision in an amount equal to the full replacement value (i.e., 100% of the current “replacement cost” exclusive of land, foundation, and other items normally excluded from coverage) of the Shenandoah Subdivision. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in an amount not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. To insure and keep insured all the fixtures, equipment, and personal property acquired by the Association and the Owners of the Lots. To maintain insurance that meets at least the minimum requirements of CCIOA.

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5. To fix, determine, levy, and collect the prorated annual assessments to be paid by each of the members toward the common expenses of the Shenandoah Subdivision, and to adjust, decrease or increase the amount of the assessments, including expense reserves, and to credit any excess of assessments over expenses and cash reserves to the members against the next succeeding assessment period, provided, however, that any expenditures that necessitate a special assessment that would result in an increase of more than 15% over total assessments (Regular plus Special Assessments) for the previous fiscal year may be adopted only upon a majority vote of a quorum of Members at a meeting called for that purpose. The setting of the annual budget and fixing and determining of the annual assessments pursuant thereto shall be accomplished within 90 days before the beginning of the Association's calendar year. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in statement form and shall set forth the detail of the various expenses for which the assessments are being made. A one-year General Reserve equal to not more than the average of the previous three (3) years annual revenue may be accrued. The Board has the right to establish additional reserves as needed.
6. To collect delinquent assessments by suit or otherwise and to enjoin and seek damages from an Owner as is provided in the Declarations, these Bylaws, or by law. To enforce applicable late charges and interest in connection with unpaid assessments and delinquent accounts, as set forth in the Declarations.
7. To adopt and publish such rules and regulations relating to the use of the Association property, and sanctions for non-compliance therewith, as it may deem reasonably necessary for the best interest of the Association and its Members. The Board may also establish and levy reasonable fees for the issuance of permits, for the erecting or placing of improvements on any Lot or acreage and also for the use of the Association property.
8. To protect and defend the Shenandoah Subdivision from loss or damage by suit or otherwise.
9. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declarations and these Bylaws, and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board may deem necessary, and such indebtedness shall be the several obligations of all of the Owners in the same proportion as they share in the Common Elements; provided, however, that the Board shall not borrow more than 20% of the total annual Association budget or cause the Association to be indebted for more than 20% of the total annual Association budget at any one time without the prior approval by majority vote of the Association Members.
10. To enter into contracts within the scope of their duties.
11. To establish a bank account for the treasury and for all separate funds, including any reserve funds, which are required or may be deemed advisable by the Board. For amounts over \$500.00 two officers, or one officer and the Association's property manager, must

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review and independently authorize payments from the Association accounts, and these Officers shall be bonded for at least one-and-one-half (1-1/2) of the annual income of the Association. One officer's authorization shall be sufficient for payment of routine amounts up to \$500.00.

12. To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements, and to permit examination thereof by Lot Owners or their Mortgagees when required.
13. To prepare and deliver a semiannual and annual financial statement to each Member showing all receipts, expenses and disbursements since the last such statement, including depreciation and other tax information.
14. To designate and remove when necessary, the personnel necessary for operation, maintenance, repair, and replacement of the Common Elements.
15. On fourteen days' notice from any Owner or Mortgagee, to furnish a certificate of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, and to collect any resulting costs from the requesting party.
16. The Board shall cause a Members' newsletter to be published at least twice annually.
17. As required by C.R.S. § 38-33.3-209.4, the Board shall cause the Association to provide to all Members, at least once per year, a written notice stating the name of the Association; the name of the Association's designated agent or management company, if any; and a valid physical address and telephone number for both the Association and the designated agent or management company, if any. The notice shall also 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 Association's address, designated agent, or management company changes, the Association shall provide all unit owners with an amended notice within ninety (90) days after the change.

Section 4.09. Manager. The Board may employ for the Association a manager or managing agent pursuant to a written management contract with a real estate management company actively doing business in La Plata County, Colorado, or a certified public accounting firm doing business in La Plata County, Colorado or a resident owner, which management contract shall be based upon an annually adopted budget, which budget shall be adopted on or before October 1 of each year, at a compensation established by the Board, to perform such duties and services specified in Section 4.08 as the Board shall authorize; provided, however, that the Board in delegating such duties shall not be relieved of its responsibility under the Declarations. The written management contract shall provide that the manager shall have the ability to spend up to \$500.00 for repairs without the authorization of the Directors of the Association if the Directors have not been reasonably available and the circumstances are such that immediate action is necessary.

Section 4.10. Association Records. The Board or its designated manager shall maintain records and make them available as required by CCIOA, and has adopted a Governing Policy for the Inspection and Copying of Association Records, which is incorporated herein by reference.

ARTICLE 5
OFFICERS AND THEIR DUTIES

Section 5.01. Enumeration of Officers. The officers of this Association and Board shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create. All officers must be members of the Board.

Section 5.02. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 5.03. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or be removed or otherwise disqualified to serve.

Section 5.04. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, or unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.06. Vacancies. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.07. Multiple Offices. The office of Vice-President and Secretary may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 5.04 of this Article.

Section 5.08. Duties. The duties of the officers are as follows:

1. President: The President shall preside at all meetings of the Association members and the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments.
2. Vice-President: The Vice-President shall assist the President with the general duties and powers of the office, and in the event the President's inability or refusal to act, the Vice-President has the power to act and shall thereupon be vested with the powers and duties of the President.

[Board Approved – 05.28.26]

3. **Secretary:** The Secretary shall be responsible to record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with addresses; and shall perform such other duties as required by the Board.
4. **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; in the event of a request by an individual member, cause a review or audit of the Association's books to be made as required by the Declarations; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership, and deliver a copy to each of the members. The Treasurer may delegate the performance of the above listed tasks to other persons. In the event delegation has occurred, the overall accountability for the tasks does not shift away from the Treasurer.

ARTICLE 6 INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.01. Indemnification. The Association shall indemnify each Director and officer or persons appointed by the Board and officers to perform tasks on behalf of the Association against liability for judgments, settlements, penalties, fines or reasonable expenses incurred in any proceeding, whether threatened, pending or completed action or suit, or whether civil, criminal, administrative or investigative and whether formal or informal, to the full extent permitted by Colorado law.

ARTICLE 7 BYLAWS

Section 7.01. Amendment. These Bylaws may be amended by the Board by mail ballots or at duly constituted meetings for such purposes by no less than 67% of Association members. The notice of such meeting shall contain a summary of the proposed changes or a copy of the proposed changes. No amendment shall serve to shorten the term of any Director or conflict with the Colorado Nonprofit Corporation Act, or violate CCIOA.

Section 7.02. Conflict Between Documents. In the event of any conflict between the Association's Governing Documents, the terms of each document shall control in the following order: i) Amended Declarations, ii) the Articles of Incorporation, iii) Bylaws, iv) Governing Policies, v) or Rules & Regulations, Board Resolutions, and AC Guidelines. In the event of any such conflict, non-controlling terms shall automatically be amended, but only to the extent necessary to conform to the conflicting provision thereof.

ARTICLE 8 SERVICES

Section 8.01. Services. The Association shall provide the following services, as determined by the Board, and the expenses thereof shall be paid from annual assessments, which may be amended or supplemented from time to time by vote of the Board:

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1. Accounting services;
2. Office supplies;
3. Legal services;
4. Snow removal from subdivision roads and common areas;
5. Insurance for Common Elements;
6. Maintain insurance to include officers and directors, property, and general liability;
7. Management fee;
8. If possible, maintain a reasonable reserve fund for general maintenance, repair, and replacement of Common Elements; and
9. Maintain a reserve fund for road maintenance.

ARTICLE 9
NONPROFIT CORPORATION

Section 9.01. Nonprofit Corporation. This Association is not organized for profit. No Member of the Association or of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations of this corporation, and in no event shall any part of the funds or assets of the Association be paid as a dividend, or be distributed to, or inure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following: (i) reasonable compensation may be paid to any Member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; and (ii) any Member or Director may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 10
OBLIGATIONS OF THE OWNERS

Section 10.01. Assessments. Except as otherwise provided in the Declarations, all owners shall be obligated to pay the annual assessments imposed by the Association to meet the Common Expenses. Unless otherwise determined by the Association, the annual assessments, and any special assessments which are to be paid in quarterly installments, shall be paid within 30 days of date of invoice payable to the Association at its invoice address, or as the Association may otherwise direct in any management agreement. Only a Member in Good Standing shall be entitled to vote at any annual or special meeting of Members.

Section 10.02. Registration of Mailing Address. All Owners of each Lot shall have one and the same registered mailing address to be used by the Association for mailing of notices, demands and all other communications; and such registered address shall be the only mailing

address of a person or persons, firm, corporation, partnership, association, or other legal entity or such combination thereof to be used by the Association. Such registered address of a Lot Owner or Owners shall be furnished by such Owner(s) to the Secretary within five days after transfer of title; such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interests of all Owners thereof. If no such address is registered or if all Owners cannot agree, then the address of the Lot shall be their registered address until another registered address is furnished as permitted under this Section. If the Lot is the registered address of the Owners, then any notice shall have been deemed to be duly given if it is delivered to any person occupying that Lot or, if such Lot is unoccupied, by holding such notice available for the Owners at the principal office of the Association. The registered address may be changed from time to time by similar designation.

Section 10.03. Use of General Common Elements. Each Owner shall use the General Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

Section 10.04. Assessments, Debts and Other Obligations Assumed By Lot Owner. The assessments, debts, and other obligations assumed by the Owner are:

1. The duties and obligations with respect to Lots as set forth more fully in Article 8 of the Declarations.
2. The duty of Owners to reimburse the Association for repair or replacement of Common Elements, when such repair or replacement is occasioned by the negligent or willful act or omission of said Owner, his family members, guests, invitees, or tenants.
3. The duty to pay all annual, special and default assessments provided for and governed by Article 6 of the Declarations and levied for any purpose authorized by the Declarations.
4. The duty to pay any separately metered or assessed utility costs and ad valorem taxes and special assessments levied by the State of Colorado or any political subdivision thereof on an Owner's Lot.
5. The duty to indemnify and hold harmless each of the other Owners and the Association from liability arising from the claim of any mechanic's lien against an Owner's Lot or against the Common Elements.
6. The duty to adhere to and comply with all use restrictions of Article 8 of the Declarations.
7. The burdens imposed by the easements set forth in Article 9 of the Declarations.
8. The duty to abide by all duly adopted Governing Policies, Rules & Regulations, and Board Resolutions of the Association.

**ARTICLE 11
COMMITTEES**

Section 11.01. Standing Committees.

1. There shall be five (5) standing committees: the Architectural Committee (AC), the Road Committee, the Entrance Committee, the Welcome Committee, and the Fire Mitigation Committee, as provided for in the Declarations. Additional committees may be appointed by the Board when they or the Membership think that a committee is needed to fulfill a specific Association need.
2. Each committee shall consist of a minimum three (3) volunteers and an advisory Board member. Volunteer committee members may include Association and non-Association Members, who shall be appointed by the Board. The advisory Board member on the committee shall serve as a non-voting member.
3. C. The committees shall elect a chairperson, who shall serve a two-year term. All mid-term appointments will be made by the Board as vacancies occur to fill the balance of the vacated term.
4. All committee Members serve at the pleasure of the Board.
5. When irregular vacancies are created by resignation, death or other causes, the Board shall appoint Members or, in their discretion, non-members to fill such vacancies.
6. Prior to September 1 of each year, committee chairmen will submit budgets for their activities to the Association Treasurer who will assemble a composite budget for the Association. The Treasurer will then submit the total Association budget to the Board for their approval by October 1 of each calendar year. Upon approval of the budget by the Board it shall be the responsibility of each operating committee chairman to conduct his or her phase of the operation within the limits of the budget for the ensuing calendar year.

**ARTICLE 12
BOOKS AND RECORDS**

Section 12.01. Books & Records. The books, records, and papers of the Association shall at all times, during reasonable business hours and with reasonable notification, be subject to inspection by any member. The Declarations, the Articles of Incorporation, and the Bylaws of the Association, as well as any management agreements, shall be available for inspection by members at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE 13
FIRST MORTGAGEE REQUIREMENTS**

Section 13.01. First Mortgagee Requirements. The Association will give any First Mortgagee (which for this purpose includes the beneficiary of any first lien deed of trust) written notification of any default in the performance of any borrower of any obligation under the

Declarations, Articles of Incorporation, or these Bylaws, which default is not cured within sixty days after the same shall occur. Such written notification shall be sent to such address as the Mortgagee may designate.

Section 13.02. Lot Obtained Through Foreclosure “Right of First Refusal” Exemption.

Any First Mortgagee who obtains title to a lot pursuant to the remedies provided in the deed of trust or mortgage, by foreclosure of said deed of trust or mortgage, by purchase at a foreclosure sale, or by deed in lieu of foreclosure, will be exempt from any “right of first refusal” contained in the Declarations.

Section 13.03. Two Thirds Voting Requirement. Unless at least two-thirds of the First Mortgagees (based upon one vote for each First Mortgage owned) and Owners of the individual Lots in the Shenandoah Subdivision shall have given their prior written approval, the Association shall not be entitled to:

1. By act or omission seek to dissolve or terminate the Association;
2. Change the *pro rata* interest or obligations of any individual lot for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the *pro rata* share of ownership of each Lot in the Common Elements; and
3. By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements; (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Shenandoah Subdivision shall not be deemed a transfer within the meaning of this clause).

Section 13.04. Right to Examine Books and Records. As provided in Section 12.01 hereof, First Mortgagees shall have the right to examine the books and records of the Association of the Shenandoah Subdivision.

Section 13.05. Reserve Fund Estimate for Common Elements. At each annual meeting, the Board shall estimate the amount necessary to provide an adequate reserve fund for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis and shall provide that such amounts shall be payable as a part of the regular annual assessments. The annual assessments provided by the Declarations shall be payable as provided for in Article 6.05 of the Declarations.

Section 13.06. Damage or Destruction to the Common Elements. In the event of any damage or destruction to the Common Elements, or if all or any part thereof shall be taken by exercise of eminent domain, such funds shall be applied to the repair or replacements of the damaged, destroyed or condemned Common Elements or distributed for the payment of general (ad valorem) property taxes, if any, as the Board may determine. Thereafter, any such funds shall be applied as all First Mortgagees agree.

Section 13.07. Taxes, Assessments, and Charges Which May Become Liens. All taxes, assessments and charges which may become liens prior to the First Mortgage under Colorado law shall relate only to the individual lot and not to the Shenandoah Subdivision as a whole.

ARTICLE 14
MISCELLANEOUS

Section 14.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of the Shenandoah Homeowners Association, Inc., certify that these Amended Bylaws were adopted and approved by the Board and a two-thirds majority vote of the Members at a meeting held on **TBD, 2026** for that purpose at which a quorum was present, to amend and supersede the Association's prior Amended Bylaws, effective December 19, 2022.

TBD, President

TBD, Vice-President

TBD, Secretary

TBD, Treasurer

TBD, Member

SHENANDOAH HOMEOWNERS ASSOCIATION, INC.

POLICIES AND PROCEDURES, RULES AND REGULATIONS

In compliance with § 38-33.3-209.5 of the Colorado Common Interest Ownership Act (the “Act”), the Board of Directors (“Board”) of the Shenandoah Homeowners Association, Inc. (“Association”) has adopted the following responsible governance policies and procedures (“Policies and Procedures”) along with rules and regulations (“Rules and Regulations”).

These Policies and Procedures, Rules and Regulations may be amended, modified, and supplemented from time to time by the Board.

Authority for the adoption and amendment of these Policies and Procedures, Rules and Regulations is granted by the Act, by the Colorado Revised Nonprofit Corporation Act, and by the Amended Declarations of Shenandoah Homeowners Association, as amended and supplemented (the “Declarations”).

Capitalized terms used herein if not otherwise defined shall have the same definition as found in the Declarations or in the Architectural Rules and Guidelines or in the Articles of Incorporation or Bylaws of the Association (collectively, the “Governing Documents”).

Page	Policies and Procedures
2	Amendment or Adoption of Policies and Procedures, Resolutions, Rules and Regulations
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**Policy on Amendment or Adoption of Policies and Procedures,
Resolutions, Rules and Regulations**

Purpose: Adoption of policy and procedures for amendment or adoption of Policies and Procedures, Resolutions, Rules and Regulations

Resolution: The Association hereby adopts as policy the following procedures for the Amendment or Adoption of Policies and Procedures, Resolutions, Rules and Regulations:

The Board has the authority to adopt, amend or replace any of the Association Policies and Procedures, Resolutions, Rules and Regulations, (hereinafter “Policies”) at any time and from time to time; provided, however, that none of the Policies shall conflict with the terms of the Declarations (see Declarations 2.01(B) and 3.01), the Articles of Incorporation, or the Bylaws of the Association (see Bylaws 4.08(B)), or Colorado state law.

Policies may be recommended for adoption or amendment by any Member.

Prior to adopting any policy, the Board has the right, but not the obligation, to solicit information regarding the proposed Policy from Owners. The Board may gather information by distributing draft policies, forming a committee, conducting an informational meeting or any other method determined by the Board to be appropriate considering all of the relevant circumstances.

When the Board, in its discretion, determines that a policy should be adopted, amended or repealed, as appropriate, it shall do so either at a meeting of the Board or by written consent in lieu of a meeting, or by any other method authorized by the Association's Governing Documents or pursuant to Colorado law. The Board shall then give notice of the adoption, amendment, or repeal of the policy in writing by e-mail to each Member of the Association at the address provided to the Association by Members, and shall publish the policy by any reasonable means available, including but not limited to posting the policy in the community or on its website, if any, by e-mail, mail, newsletter, or personal delivery. The policy, along with all other policies of the Association, shall be available for inspection and copying in accordance with the Association's policy regarding inspection and copying of Association records.

New policies will be in effect the day they are enacted, however, they will be subject to ratification at the next membership meeting and if not ratified or approved by vote of more than 50% of a quorum of the members shall be null and void.

Policy and Procedures for the Conduct of Meetings

Purpose: Adoption of a policy and procedures for conducting Owner and Board meetings. To facilitate the efficient operation of Owner and Board meetings. To afford Owners an opportunity to provide input and comments on decisions affecting the community.

Resolution: The Association hereby adopts as policy the following procedures for the conduct of meetings:

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws and Declarations of the Association.

a) Notice.

- i. Annual meetings. There shall be at least one meeting per calendar year which shall be held at a time and place designated by the Board.
- ii. Special and emergency meetings. Special or emergency meetings may be called by the President of the Board, a majority of the Board, or by the Members as specified in the Bylaws Governing Documents or CCIOA.
- iii. Form of notice of meetings. Not less than thirty (30) nor more than fifty (50) days in advance of any annual meeting, and not less than then (10) nor more than fifty (505) days in advance of any other meeting of the Members, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, or sent by email, or sent prepaid by United States mail to the mailing address of each Member or to any other mailing address designated in writing by the Member. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to the Bylaws. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declarations or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board. The form of notice shall also be as provided for in the Bylaws.

b) Conduct. All Owner meetings shall be governed by the following rules of conduct and order:

- i. The president of the Association or designee shall chair all Owner meetings
- ii. All Owners and persons who attend a meeting of the Owners will sign in, present any proxies, and receive ballots as appropriate (See section below regarding voting)

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- iii. Anyone wishing to speak must first be recognized by the chair
- iv. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her
- v. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed
- vi. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting
- vii. All actions and/or decisions will require a first and second motion; to be followed by discussion; which shall be closed by the chair calling for the vote.
- viii. Once a vote has been taken, there will be no further discussion regarding that topic
- ix. Minutes of actions taken shall be kept by the Association. The Association's managing agent may record meetings for the purpose of producing minutes thereof.
- x. Anyone disrupting the meeting, as determined by the chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting; and
- xi. The chair may establish such additional rules of order as may be necessary from time to time.

c) Voting. All votes taken at Owner meetings shall be taken as follows:

- i. Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the secretary of the Association or the secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
- ii. Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as

determined by the Board of Directors including acclamation, by hand, by voice, or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

- iii. Written ballots are handled and maintained by the Association's managing agent, but shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.
- iv. The individual(s) counting the ballots shall report the results of the vote to the chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue, and the outcome shall be recorded in the minutes of the meeting.

d) Proxies. Proxies may be given by any Owner as allowed by C.R.S. § 7-127203. All proxies shall be reviewed by the Association's Secretary or designee as to the following:

- i. Validity of the signature;
- ii. Signatory's authority to sign for the unit Owner;
- iii. Authority of the unit Owner to vote;
- iv. Conflicting proxies; and
- v. Expiration of the proxy.

2. **Board Meetings.** Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) Conduct. All Board meetings shall be governed by the following rules of conduct and order:

- i. The president of the Association, or designee, shall chair all Board meetings
- ii. All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address
- iii. All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so

indicate at the time of sign in

iv. Anyone desiring to speak shall first be recognized by the chair

v. Only one person may speak at a time

vi. Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for him/her

vii. Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed

viii. Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand

ix. No meeting of the Board may be audio, video, or otherwise recorded except by the Board to aid in the preparation of minutes; and

x. Anyone disrupting the meeting, as determined by the chair, shall be asked to “come to order.” Anyone who does not come to order shall be requested to immediately leave the meeting.

(b) Owner Input. After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

i. The chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

ii. Following Owner input, the chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

(c) Action Without a Meeting.

i. Notice of Action Without a Meeting. Notice of the proposed action must be transmitted in writing to each director. The notice must contain the following information:

- (A) The action to be taken
- (B) The deadline (date and time) by which a director must respond to the written notice; and
- (C) That failure by a director to respond by the deadline stated in the notice will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.

ii. Voting. By the deadline stated in the written notice, each director may:

- (A) Vote in writing for such action
- (B) Vote in writing against such action
- (C) Fail to respond or vote; or
- (D) Demand in writing that the action be taken at a meeting. If any director demands, by the deadline date, that action be taken at a meeting, action without a meeting is no longer available. The Board must then hold a Board meeting to take action on such matter.

iii. Effective Date of Action. Once the deadline stated on the notice has expired, and assuming no director demands that action be taken at a meeting, the action is deemed effective if all directors vote in favor of the action.

iv. Electronic Communications/Authenticity of Signatures. All written communications of directors pursuant to this section may be transmitted or received by facsimile, e-mail, or other form of wireless communication. The Association may accept any electronic vote received as valid unless it has a reasonable, good faith basis to doubt its validity.

v. Minutes/Ratification. If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.

(d) Executive Sessions.

- i. The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
 - (A) Matters pertaining to employees of the Association or the manager's contract or involving the employment, 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) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Unit Owner and any referral of delinquency
 - (E) Review of or discussion relating to any written or oral communication from legal counsel
 - (F) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.
- ii. Prior to holding a closed-door session, the president of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above
 - iii. No rule or regulation or amendment to the Bylaws or the Articles of Incorporation shall be adopted during a closed session. The foregoing documents may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session; and
 - iv. The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's policy regarding inspection of records.
3. Definitions. Unless otherwise defined in this policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
5. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This Policy may be amended at any time by the Board of Directors.

Policy on Conflicts of Interest; Code of Conduct for Board

Purpose: The Association desires to ensure that the Board and all individuals appointed to committees of the Board maintain a high standard of ethical conduct in the performance of the Association's operations and adhere to the standards and requirements of the Act. By adopting a policy governing the handling of conflicts of interest of Board members, the Board hopes that the Owners will be able to have confidence in and respect for the Association's leadership.

Resolution: The following principles and guidelines constitute the Code of Conduct for any member of the Board:

1. **No Private Gain.** No individual shall use his or her position as a Board member for private gain, for example:

- a) No Board member shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association; and
- b) No Board member shall accept a gift or favor made with intent of influencing decision or action on any official matter.

2. **Conduct in Good Faith.** No Board member, while acting on behalf of the Association, shall engage in any writing, publishing, or speech making that defames any other member of the Board or any Owner. No Board member will willingly misrepresent facts to the Owners for the sole purpose of advancing a personal cause or influencing the Owners to place pressure on the Board to advance a Board member's personal cause.

3. **Contracts.** No Board member will seek to have a contract implemented that has not been duly approved by the Board. No Board member will interfere with a contractor implementing a contract in progress. All communications with contractors will go through the Manager, or as directed by the Manager, to others, or be in accordance with policy.

4. **Management.** No Board member will interfere with the duties of any staff member of the Association or of its Manager. No Board member will harass, threaten or attempt through any means to control or install fear in a member of the management staff.

5. **Enforcement.** Any Board member who violates this Code of Conduct agrees that the Association may seek injunctive relief against him/her and agrees to pay the attorney's fees incurred by the Association in that enforcement effort. The Board member also agrees that the Association shall be relieved of posting bond as a condition to its injunctive remedy.

6. **Conflicts of Interest.** If any contract, transaction, decision or other action taken by or on behalf of the Board would financially benefit any member of the Board or any person related to a member of the Board, that member of the Board shall declare a conflict of interest on that issue. A "person related to a member of the Board" means: (a) a spouse, descendant (child, grandchild,

etc.), ancestor (parent, grandparent, etc.), sibling, spouse or descendant of a sibling (a “related party”); (b) an estate or trust in which the member or a related party has a beneficial interest; or (c) an entity in which the member or a related party is a director, officer, or has a financial interest.

The member shall declare the conflict of interest in an open meeting of the Association, prior to any discussion or action on the issue. After making such declaration, the member may participate in the discussion but shall not vote on the issue.

Anyone in a position to recommend or make decisions about spending the Association’s resources (i.e., transactions such as purchases contracts) – who also stands to benefit from that decision – has a duty to disclose that conflict as soon as it arises (or becomes apparent); and should not participate in any final decisions.

A copy of this policy shall be given to all Board members, officers, staff members, and committee chairs upon commencement of such person's relationship with the Association or at the official adoption of this policy. Each board member, officer, staff member, and committee chair shall sign and date the policy at the beginning of her/his term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Each Board member, officer and staff member shall annually sign a policy acknowledgement and disclosure statement, as attached below, which affirms such person:

- a) Has received a copy of this conflict of interest policy,
- b) Has read and understands the policy,
- c) Has agreed to comply with the policy
- d) Has disclosed if there are any such conflicts of interest, and
- e) Understands that the Association is a nonprofit corporation and to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

7. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a Member or by or in the right of the Association, solely because the conflicting interest transaction involves: 1) a member of the Board of the Association; or 2) a party related to a Board member; or 3) an entity in which a Board member of the Association is a director or officer or has a financial interest.

The Association may authorize, approve, or ratify the conflicting interest transaction if:

- a) Board Approval. The material facts as to the Board member’s relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a

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majority of the disinterested Board members, even though the disinterested Board members are less than a quorum; or

- b) Member Approval. The material facts as to the Board member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote thereon; or
- c) Fair to Association. The conflicting interest transaction is fair as to the Association.

SHENANDOAH HOMEOWNERS ASSOCIATION, INC

Conflict of Interest

Annual Policy Acknowledgement

And Disclosure Form

Conflict Of Interest Policy Acknowledgement and Disclosure Form

This form must be filed annually by all specified parties, as identified in the Association Conflict of Interest Policy Statement ratified by the Board of Directors.

I, as the undersigned below have read the conflict of interest policy and understand it. I have had the opportunity to ask questions. I agree to abide by this policy by abstaining from voting or participating, resigning my position or canceling the activity that is causing the conflict. Furthermore, I disclose the following:

_____ I have no conflict of interest to report

_____ I have the following conflict of interest to report (please specify below):

I further agree and affirm that the Association is a nonprofit corporation and, to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes, which includes its function as a homeowners' association.

Signature: _____ Date: _____

Print Name: _____

Policy on Inspection and Copying of Association Records

Purpose: The Act establishes the obligation of the Association to keep adequate records and gives all Members the right to examine and copy the financial and other records of the Association for a proper purpose. This Policy is adopted to: i) establish uniform procedures for the inspection and copying of Association records by Association Members; ii) to establish the type of records kept by the Association or its agent and where they are stored, including the availability of records on a website; and iii) to establish the cost of copying Association records. This Policy also facilitates delivery or transmission of written statements to permitted persons or organizations describing the amount of unpaid Assessments currently levied against any Lot.

Resolution: The Board adopts the following policy on Inspection and Copying of Association Records

1. **General Policy.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. Subject to the conditions and limitations of C.R.S. § 38-33.3-317, a Member is entitled to inspect and copy, during regular business hours at the Association's principal office, any of the records of the Association, if the Member gives the Association written demand (through the Association's manager, if any) at least ten (10) days before the date on which the Member wishes to inspect and copy such records. The right to copy records includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means, except that the Association may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Member, but further excepting that no charge may be made for providing or mailing the most recent annual financial statements. The charge may not exceed the estimated cost of production and reproduction of the records. No records may be removed from the office without the express written consent of the Board. Further, if a Member requests to inspect records, the Association may photocopy and provide the requested records to the Member in lieu of the Member's inspection of the records if consented to by the Member.

2. **Records to be Maintained.** A copy of each of the following records shall be kept at its principal office, all as they may be amended from time to time:

- a) Detailed records of receipts and expenditures affecting the operation and administration of the Association
- b) Records of claims for construction defects and amounts received pursuant to settlement of those claims
- c) Minutes of all meetings of its 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
- d) Written communications among, and the votes cast by, Board members that are directly related to an action taken by the board without a meeting

- e) The names of Owners in a form that permits preparation of a list of the 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
- f) Its current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies and other policies adopted by the Board
- g) Financial statements for the past three years and tax returns of the Association for the past seven years, to the extent available
- h) A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and officers
- i) Its most recent annual report delivered to the secretary of state
- j) Financial records concerning statements of unpaid assessments
- k) The Association's most recent reserve study, if any
- 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
- m) Records of the Board or committee actions to approve or deny any requests for design or architectural approval from Owners
- n) Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate
- 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
- p) All written communications within the past three years to all Owners generally as unit owners.

3. **Limitations**

a) **Membership Lists.** A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner without consent of the Board. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association, and may not be used for any commercial purpose or sold to or purchased by any person.

b) **Additional Limitations.** Consistent with individual Members' rights to privacy, attorney-client confidentiality and other considerations, the following records may be withheld:

- i. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs
- ii. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation
- iii. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine
- iv. Disclosure of information in violation of law
- v. Records of an executive session of an executive board, or
- vi. Records concerning individual units other than those of the requesting owner.

The following records *shall* be withheld: records concerning individual personnel, salary, or medical records; and personal identification and account information of Members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

c) **No commercial purpose.** Association records and the information contained within those records shall not be used for commercial purposes.

4. **Annual Disclosures.** Within ninety days after the end of each fiscal year, the Association shall make the following information available to Owners via the Association's web site, the maintenance of a binder at the principal office, or via first-class mail, hand delivery, or electronic mail:

- a) The date on which its fiscal year commences
- b) Its operating budget for the current fiscal year
- c) A list, by type, of the Association's current assessments, including both regular and special assessments
- d) Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure
- e) The results of its most recent available financial audit or review
- f) A list of all Association insurance policies, including, but not limited to, property, general liability, association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
- g) All the Association's bylaws, articles, and rules and regulations

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- h) The minutes of the executive board and member meetings for the fiscal year immediately preceding the current annual disclosure; and
- i) The Association's Policies and Procedures.

Policy on Alternative Dispute Resolution

Purpose: The cost, complexity, and delay inherent in court proceedings make litigation a particularly inefficient means of resolving neighborhood disputes. As such, the intent of this policy is to facilitate and encourage the use of alternative dispute resolution procedures as an alternative and precondition to litigation in cases that do not involve an imminent threat to the peace, health, or safety of the community, or concerning non-payment of assessments.

Resolution: The Board adopts the following policy on Alternative Dispute Resolution:

Prior to and as a condition precedent to the commencement of any legal action, the Association, the Board and/or any Member shall submit any dispute concerning any alleged lack of compliance with the Association's Declarations, Bylaws, Articles of Incorporation, these Policies and Procedures, Rules and Regulations, AC Guidelines, and other decisions promulgated by the Board, the Association, or its committees, to non-binding mediation. Mediation is a process in which the parties meet with an impartial person who helps resolve the dispute informally and confidentially.

The nature and procedure for mediation shall be based on the financial amount in controversy, or the relief sought, as follows:

1. Disputes involving less than \$2,500: The Board shall appoint a Member in Good Standing with no direct involvement in the dispute to act as a mediator. The mediation, unless otherwise agreed, shall terminate in the event that the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other(s). In the event that the dispute cannot be resolved through mediation, the Board shall make a final written determination of its approval, disapproval, or approval with conditions of the proposed plan or issue in dispute.
2. Disputes between \$2,500 - \$7,500: The parties shall attempt to agree on a neutral third-party to act as a mediator. If the parties are unable to agree upon a mediator, the parties shall each submit a list of three possible mediators to an impartial Member in Good Standing, who shall choose a single mediator to handle the matter. The mediation, unless otherwise agreed, shall terminate in the event that the entire dispute is not resolved within sixty (60) calendar days from the date written notice requesting mediation is sent by one party to the other(s). In the event that the dispute cannot be resolved through mediation, no written determination shall be required by the Board.
3. Claims greater than \$7,500, or permanent injunctive relief: A mediation of this nature shall be handled by one mediator licensed to practice law in the State of Colorado with at least five (5) years of experience in the subject matter of the dispute. If the parties are unable to agree upon a mediator, the parties shall select a single mediator identified or referred by the Office of Dispute Resolution for the Sixth Judicial District of Colorado. If the dispute has not been resolved within ninety (90) days following such demand, either party may pursue judicial relief, so long as i) a mediation has taken place, and ii) the party has made a good faith effort to

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participate in such mediation. In the event that the dispute cannot be resolved through mediation, no written determination shall be required by the Board.

The costs and fees related to any mediation shall be divided equally between the parties. The Board may adopt such other rules, regulations or protocols deemed reasonably necessary to facilitate and make use of mediation as an alternative to litigation. Submission of a dispute to mediation shall be an explicit condition precedent to the commencement of legal action. Any legal action commenced prior to the completion of mediation as outlined above shall be presented to the court for dismissal upon motion of the defending party, and the defending party shall be entitled to seek an award of all reasonable attorney's fees and costs incurred. (*see Declarations 4.05 and 7.03*)

Investment Policy for Reserve Funds

Purpose: This document sets forth the general policies and investment guidelines to be followed by the Board and investment managers retained by the Board in administering the reserve funds (the "Fund") of the Association.

Resolution: The Board adopts the following policy for Reserve Funds

Board of Directors Responsibility and Authority

The Board is authorized to deposit reserve funds with national or state banks or with any state chartered or federally chartered savings and loan association doing business in Colorado for fixed terms, not exceeding five years, at such rate of interest as may be negotiated but in no event shall any such deposit be in excess of the amount insured by the federal deposit insurance corporation or its successor.

1. Investment responsibility and authority for the Fund is the responsibility of the Board of Directors (the "Board").
2. The Board believes it can best discharge its responsibilities by:
 - a) Defining investment objectives and goals
 - b) Setting investment guidelines and monitoring compliance with them; and
 - c) Periodically reviewing the Fund's performance.

Investment Objective

The Association seeks preservation of principal and to provide a dependable and reasonable rate of long-term investment return consistent with low to moderate investment risk. Ambitious goals of profit maximization and market timing through short-term and/or speculative investments will not be considered. The Board will be given flexibility within the guidelines of the Investment Policy to use their expertise toward the achievement of investment goals.

Investment Goals

The Association's primary goals for its fund are preservation of principal and to maximize income within a framework of low to moderate risk assumption. Given the Association's tax-free status, tax considerations do not play a role in Association investment decisions.

Asset Allocation Ranges

To attain the stated investment goals, an asset allocation will be used for the Fund with the following ranges:

Fixed Income 100%, which may be comprised of the following:
Cash

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CDs and Gov't Agencies 50-75%
Investment Grade Securities 0-25%

The Board may deviate from these percentage ranges with the prior approval of the Board. In no event shall any such deposit be in excess of the amount insured by the federal deposit insurance corporation or its successor.

Fixed Income General Guidelines

Maturity Guidelines: No single maturity may be longer than 5 years, with the average maturity of fixed income investments not exceeding 3 years.

Diversification: Investment in any one company will not exceed 20% of the equity or equity-related asset. Investments in individual industries will not exceed 25% of the equity or equity-related assets.

Government Agency Guidelines

The minimum selection criteria for equity investment will be:

Quality of Issue: AAA rated by either Standard & Poor's or Moody.

Investment Grade Securities Guidelines

Preferred Securities, Corporate Bonds and Municipal Bonds will be allowed. Mutual funds or commingled funds will be permitted, provided the funds are fixed income investments. Preference will be given to funds with no load charges or where sales charges are waived by the Fund company.

Quality of Issue: BB rated by either Standard & Poor's or Moody.

Prohibited Investments

Investments in the following are prohibited without the prior written approval of the Board:

Fixed Income securities that are not denominated in U.S. dollars or Eurodollars. Venture Capital, Guaranteed Investment Contracts, Commodities, Precious Metals or Gems, International Equities not traded on domestic exchanges or in over-the-counter markets, Limited Partnerships Real Estate (other than through publicly traded REITS, or similar investment entities that satisfy the Equity Guidelines above)

Performance Management

The Board will report to Association membership annually on the Fund's performance.

Review Process

The Fund will be discussed as a part of the Treasurer's report at regular meetings of the Board.

Contributions

Contributions to investment assets shall be subject to or considered a part of the above investment policies at the time such assets are invested in the Fund.

Policy on Reserve Studies

Purpose: From time to time, the Board shall conduct or procure a reserve study that will assess the need for improvements, repair, replacement or maintenance to those portions of the Community owned or maintained by the Association (the Association-owned property).

Resolution: The Board adopts the following policy on Reserve Studies

The Board may, in its discretion, hire consultants or contractors to assist with any such reserve study. The initial reserve study (and all subsequent reserve studies) shall include: (a) an analysis of the physical condition of the Association-owned property, including an estimated remaining useful life of all components and an estimated replacement or repair cost for all such components; and (b) an analysis of the sufficiency of the reserve funds being held by the Association relative to the expected needs for repairs to or replacement of the Association-owned property.

Upon receipt of a reserve study, the Board shall develop a funding plan for any work recommended by the study, which plan shall include the projected funding sources for the work.

The initial reserve study shall be periodically updated thereafter as determined by the Board but not less than every three (3) years.

Policy and Procedures for Covenant and Rule Enforcement

Purpose: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

Resolution: The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. **Reporting Violations.** Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint. Prior to notifying the management company or Board, the Member should attempt to resolve the issue "neighbor to neighbor" through personal contact.
2. **Complaints.** Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.
3. **Investigation.** Upon receipt of a complaint by the Association, if additional information is needed; the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.
4. **Violation Which Threatens Public Safety or Health.** With respect to any violation of the Declaration, Bylaws, or other Governing Documents of the Association that the Board reasonably determines threatens the public safety or health, the Association shall provide the Owner an initial letter (see Paragraph 7 below) of the violation informing the Owner that the Owner has seventy-two (72) hours to cure the violation or the Association may fine the Unit Owner.
 - a) If, after an inspection of the Unit, the Association determines that the Owner has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose fines on the Owner every other day and may take further action against the Owner for the violation.
 - b) **Violation Cured by Owner.** Once the Association determines that a Owner has cured a violation, the Association shall notify the Owner, in English and in any other language that the Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I) that:

- i. The Owner will not be further fined with regard to the violation; and
- ii. Any outstanding fine balance that the Owner still owes the Association.

5. Violation Which Does Not Threaten Public Safety or Health. If the Association reasonably determines that there is a violation of the Declaration, Bylaws, or other Governing Documents of the Association, other than a violation that threatens the public safety or health, the Association may provide a warning letter (see Paragraph 6) regarding the violation to the Owner and providing up to ten (10) days to cure the violation. Upon expiration of the initial cure period, if the violation continues to exist, the Association shall provide an initial letter (see Paragraph 7 below) regarding the violation and informing the Owner that the Owner has thirty (30) days to cure the violation. Upon expiration of the initial thirty (30) days, the Association, after conducting an inspection and determining that the Unit Owner has not cured the violation, may fine the Unit Owner.

- a) Process to Cure Violation. If an Owner cures the violation within the cure period afforded the Owner, the Owner may notify the Association of the cure and the Owner sends notice to the Association with visual evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.
- b) Violation Cured by Unit Owner. Once the Association determines that an Owner has cured a violation, the Association shall notify the Owner, in English and in any other language that the Owner has indicated a preference for:
 - i. That the Owner will not be further fined with
 - i. regard to the violation; and
 - ii. Of any outstanding fine balance that the Owner
 - i. still owes the Association.
- c) Failure to Cure Violation by Owner. If the Association does not receive notice from the Owner that the violation has been cured, the Association shall inspect the unit within seven (7) days after the expiration of the initial thirty (30) day cure period to determine if the violation has been cured. If, after the inspection, the Association determines that the violation has not been cured, the Association may impose a fine, not to exceed five hundred dollars (\$500.00) per violation, pursuant to Paragraph 9 below. A second letter pursuant to Paragraph 8 shall provide an additional thirty (30) day period to cure.

The Association may take legal action pursuant to this section if the two (2) thirty (30) day periods described above have elapsed and the violation remains uncured.

6. Warning Letter. If a violation is found to exist, a warning letter may be sent to the Owner. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Owner has indicated a preference for correspondence.
7. Initial Letter. If the violation has not been cured following the warning letter, an initial letter shall be sent to the Owner. The letter must be sent via certified mail, return receipt requested if not a public safety or health threat. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Owner has indicated a preference for correspondence. The letter shall provide a Fine Notice as set forth in Paragraph 9.
8. Second Letter. If the alleged violation is not resolved within thirty (30) days of the initial letter, this will be considered a second violation for which a fine or legal action may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the Owner and shall include a Fine Notice as set forth in Paragraph 9.
9. Fine Notice. The letter(s) shall further state that the Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on the initial or second letter pursuant to Paragraph 7 and Paragraph 8. On a violation that is a Safety/Health violation since the letter only provides seventy-two (72) hours to cure, any request for a hearing will be after that period runs but the hearing has to be prior to any fines being applied.
10. Notice of Hearing. If a hearing is requested by the Owner, the Board, committee, or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties at least 14 days prior to the hearing date.
11. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an “Impartial Decision Maker.” An Impartial Decision Maker is defined under Colorado law as “a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.” Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint the entire Board, specified members of the Board, any other individual or group of individuals to act as the Impartial Decision Maker.
12. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Neither the Complainant nor the Owner or alleged Violator are required to attend the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e). The Impartial

Decision Maker shall, within a reasonable time, not to exceed 14 days, render its written findings and decision, and impose a fine, if applicable.

13. Failure to Timely Request Hearing. If the Owner fails to request a hearing pursuant to Paragraph 9, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the Owner may be assessed a fine pursuant to these policies and procedures.

14. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Unit Owner within 14 days of the hearing, or if no hearing is requested, within 14 days of the final decision.

15. Fine Schedule for Violations that do Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do threaten Public Safety or Health:

First Notice:	Initial Letter (§7)
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After an Owner has failed to cure a violation which threatens public safety or health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Owner fifty dollars (\$50.00) every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Owner that failure to cure may result in a fine every other day and only one hearing shall be held.

16. Fine Schedule for Violations that do not Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety or health. The total amount of fines imposed per violation may not exceed five hundred dollars (\$500.00):

First notice of violation: up to ten (10) days to comply	Warning letter / No fine
Second notice of violation (of same covenant or rule): Thirty (30) days to comply	Initial Letter (§7) / \$200.00
Third notice of violation (of same covenant or rule): Additional thirty (30) days to comply	Second Letter (§8) / \$300.00

The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two (2) thirty (30) day periods described above have expired.

17. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violation being resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.
18. Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.
19. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
20. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
21. Amendment. This Policy may be amended from time to time by the Board of Directors.

Policy and Procedures for Collection of Unpaid Assessments

Purpose: Adoption of a policy and procedure regarding the collection of unpaid assessments.

Resolution: The Association hereby adopts the following policy and procedures for the collection of assessments and other charges of the Association:

1. Due Dates. Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable within thirty (30) days of the issuance and distribution of a written notice of such assessment. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 30 days of the due date shall incur late fees and interest as provided below.
2. Receipt Date. The Association shall post payments on the day that the payment is received in the Association's office.
3. Interest on Delinquent Installments. The Association shall impose interest from the date due at the rate of 8% per annum, compounded, on the amount owed for each Owner who fails to timely pay their quarterly installment of the any assessment within 30 days of the due date.
4. Personal Obligation for Interest. Interest on past-due assessments shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid.
5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation, Bylaws, or this Policy, a return check fee, not to exceed \$20.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, or this Policy after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of any assessment is not timely made within 30 days of the due date.
6. Additional Costs. In the event the Association incurs any type of cost, or service

fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such costs and fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.

7. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty- five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan. The Association may not foreclose on a lien if the owner is in compliance with a payment plan offered by the Association in accordance with Colorado law.

8. Attorney Fees on Delinquent Accounts. As an additional expense permitted under Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand. Attorney fees are limited to the lesser of: i) \$5,000, or ii) 50% of the original money owed.

9. Application of Payments. Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. The Association may prohibit the Owner from accessing any online

payment portal until the account is brought current. All payments received on account of any Owner or the Owner's property, shall be applied in the following manner: first to the payment of any assessments owed, then to any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, lien fees, interest, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Policy.

10. Collection Process.

- a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Management Company shall send a written notice (“First Notice”) of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment, with adherence to the following.
 - i. The Association must first contact the Owner to alert them of a delinquency before taking action. The Association must contact the Owner or designated contact by two of the following means: i) telephone call (including leaving a voice message, if possible), ii) text message, or iii) email.
 - ii. The Association must maintain a record of the efforts to contact the Owner.
 - iii. Any contact with the Owner must be provided to Owner and any other person who has been identified by the Owner as a designated contact.
 - iv. The Association shall periodically request from an Owner, or their designated contact, a telephone number, a cellular number, and an email address to maintain contact. If the information is not provided, then the Association may instead send notices by regular mail.
 - v. Any contact with the Owner must be provided to the Owner in a language identified by the Owner. If the Owner does not identify a language other than English, contact can be made in English.
 - vi. The Owner and the Designated Contact must receive the same correspondence and notices any time communications are sent out, except that any Owner that has identified a preferred language other than English must receive communications and notices in that preferred language.
 - vii. Communications and notices must be sent by certified mail, return receipt requested AND two of the following methods:
 - A. First Class mail
 - B. Text message

C. Email

- viii. The Association is expressly permitted to charge the actual cost of the certified mail, but the fee may not exceed the actual cost of certified mail.
 - ix. Annual interest of 8.0%, compounded, shall be levied on and begin to accrue on any outstanding account balance, as permitted by Colorado law.
- b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Management Company shall send a second written notice (“Second Notice”) of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment. The Association’s notice, at a minimum, shall include the following:
- i. The total amount due to the Association along with an accounting of how the total amount was determined.
 - ii. Advise that Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
 - iii. Advise that Owner has a right to participate in mediation with the Association.
 - iv. An advisement that free information is available at the Colorado HOA Information and Resource Center relating to authority to collect assessments and file a foreclosure action This site also has links for credit counseling information:
<https://dre.colorado.gov/hoa-information-about-assessments/delinquency>
 - v. A name and contact information for an individual the Owner may contact to request a copy of the Owner’s ledger in order to verify the amount of the debt, which the Association shall provide within seven (7) business days of such made request.
 - vi. A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner’s delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner’s property, or other remedies available under Colorado Law including revoking the Owner’s right to vote if permitted in the Bylaws or Declarations.
 - vii. Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the

notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure. A foreclosure action could result in a sale of the unit at auction causing the owner to lose some or all of the owner's equity in the unit.

- viii. Include 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 covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.
 - ix. Include 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.
- c) This Second Notice will be provided to the Owner in the following manners:
- i. Certified Mail, return receipt requested; and
 - ii. Physically posted on the Owner's Unit at the Association; and
 - iii. By one of the following manners:
 - A. Telephone
 - B. Text message to a cellular number that the
 - i. Association has on file because the Owner has provided the cellular number to the Association; or
 - C. Email to an email address that the Association has on file because the Owner has provided the email address to the Association. Otherwise, regular mail shall suffice.
- d) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Management Company may turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due

assessments or other charges due. Upon further review, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

Any unpaid assessment(s) must be paid at the time of closing on a sale or transfer of the property.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is required to communicate with the collection attorney to obtain the most up to date balance.

11. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of quarterly installments of the annual assessment and other charges.

Due Date (date payment due)	30 days from issuance and distribution of a written notice of annual assessment
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued)	Any time after 30 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of	Any time after 60 days after due date

a payment plan if applicable)

Delinquent account turned over to Association's attorney; lien filed; demand letter sent to Owner

Any time after 90 days after due date

The attorney may consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

12. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon the Owner or designee's written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

13. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, Management Company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

14. Right and Obligation to Engage in Mediation. At least 30 days before initiating action to foreclose a lien, the Association must provide notice to the Owner that the Owner has the right to engage in mediation prior to litigation. (*see Policy on Alternate Dispute Resolution*)

15. Conditions to Meet Prior to Foreclosure. The Association may only foreclose on a lien as long as the Association has performed one of the three (3) following functions:

- a) Obtained a personal judgment against the Owner in a civil action; or
- b) Attempted to bring a civil action against the Owner but was prevented by the death of or incapacity of the Owner; or
- c) Attempted to bring a civil action against the Owner but the Association was unable to serve the Owner within 180 days.
- d) Additionally, the Association has authority to foreclose on a lien if the Owner is in a bankruptcy civil action.

16. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's

attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance, or is written off. The attorney, in consultation with the Association's Management Company, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:

- a) Filing of a suit against the delinquent Owner for a money judgment.
- b) Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors
- c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
- d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

17. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declarations and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.

18. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

The Association may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association.

The Association may not foreclose on an Owner's Lot if the debt securing the lien consists only of one or both of the following:

- a) Fines that the Association has assessed against the Owner as a result of covenant violations; or
- b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Lot has been foreclosed on by the Association, the Lot shall not be purchased by a member of the Board of Directors, an employee of the Association's management company representing the Association, an employee of the law firm representing the Association, or an immediate family member of any of these individuals.

19. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

20. Communication with Owners. As to any communication sent by the Association or the Management company on behalf the Association pursuant to Paragraph 10 of this Policy, the Association or management company on their behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner identifies as designated contact, the Association shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the

Owner provides permission directly to the Association's attorney, giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

21. Owner Right to Cure. Within five (5) business days after the Association files a foreclosure action, the Association must provide the delinquent owner with written and electronic notice that the delinquent Owner has the right to cure the delinquency and to file a motion with the court to stay the sale of property at auction.

22. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.
23. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.
24. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
25. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Association.
26. Right of Redemption. A person wanting to redeem the Lot under the procedures of Colorado law must file a notice of intent to redeem within 30 days of the foreclosure sale. The right of redemption exists for 180 days following a foreclosure; and includes a prioritized list of people who have the right of redemption.
27. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances, and otherwise allowed under Colorado law.
28. Amendment. This Policy may be amended from time to time by the Board of Directors.

* * * * *

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of Shenandoah Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Policies and Procedures were adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____ and in witness thereof, the undersigned has subscribed their name.

Shenandoah Homeowners Association, Inc., a Colorado nonprofit corporation

By: _____
President

* * * * *

SHENANDOAH HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

The following Rules and Regulations shall apply to all of Shenandoah Homeowners Association (Association) until such time as they are amended, modified, repealed, or limited pursuant to the policy on Amendment or Adoption of Policies and Procedures. Pursuant to and subject to the limitations of the By-Laws and Declarations, the Board may authorize professional management agents to perform some or all of the duties set forth herein.

The words used in these Rules and Regulations shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the recorded Declarations of the Association, unless the context indicates otherwise.

1. Shenandoah Subdivision (“Shenandoah”) shall be used only for residential, recreational, and related purposes, and in-home businesses as permitted by Colorado law, consistent with the Declarations and the Association’s Governing Documents.
2. Safety:
 - This is a residential area, with children at play. Traffic rules and posted speed limits are to be obeyed at all times.
 - All roadways shall be clear for emergency traffic. No vehicles, bicycles, toys, recreational equipment, or other items of personal property shall be stored, left, or parked on a roadway or any other place within the community other than the Owner’s Lot.
 - No campfires or bonfires are allowed on private Lots, Common Areas, or other Association owned properties at any time.
 - Use and discharge of firecrackers and other fireworks is prohibited.
 - Discharge of firearms and hunting is prohibited.
3. On-site storage of gasoline, heating, or other fuels: A reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.
 - Any activity which violates local, County, State or Federal laws or regulations is prohibited, however, the Board shall have no obligation to take enforcement action in the event of a violation.
 - Violation of any law or any act to increase insurance costs is prohibited. No Owner

or occupant shall do any act or cause or permit anything to be done or kept on its Lot or in or upon the Common Areas that would result in the increase of the cost of, or cancellation of, insurance maintained by the Association or would be in violation of any local, County, State, or Federal law, ordinance, regulation or code of any governmental body having jurisdiction, or of any Rule or Regulation promulgated by the Association, or of any provision of the Declarations.

4. Businesses and Occupations:

- Any business or trade is prohibited, except that an Owner or occupant may conduct business activities within his or her home so long as there are no client/customer visits within the subdivision and so long as there are no business signs within the subdivision.
- The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

5. Common Areas/Elements

- Littering is not permitted in any of the Common Areas at any time.
- Owner caused damage – The duty of Owners as set forth in the By Laws to reimburse the Association for repair or replacement of Common Elements, when such repair or replacement is occasioned by the negligent or willful act or omission of said Owner, his family member, guests, invitee, or tenants. *See By Laws 10.04 (B)*
- Each Owner shall use the General Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners. *See By Laws 10.03*

While the Association may restrict or prohibit access to a common element for maintenance, repair, replacement, or modification; it may do so “only to the extent and for the length of time necessary to”:

- a) Protect the safety of any individual; or
- b) Preserve the structural integrity or condition of a repair, replacement, or modification.

The Association shall give electronic or written notice to each unit owner *as soon as reasonably possible* if the restriction or prohibition will last more than seventy-two (72) hours. The notice

shall include the following:

- a) A simple explanation for the reason for the restriction or prohibition.
- b) An estimated time or date when the restriction or prohibition will end; and
- c) A telephone number or e-mail address whereby a unit owner may pose questions or concerns about the restriction or prohibition for consideration by the association.

In addition to the electronic or written notice discussed above, the association shall also post a visible and clearly legible notice at any physical access point to the common element, and the notice shall remain posted for the duration of the restriction or prohibition which contains the same information as the electronic or written notice.

- Permitted uses of easements in common areas/elements shall be limited to hiking, jogging, bicycling, snowshoeing, cross-country skiing and horseback riding.
- Camping is not allowed anywhere within the Common Areas.
- Dumping of trash, grass clippings, leaves, or any debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, or elsewhere within Shenandoah is prohibited.

6. Leasing and Occupancy

- Advertising the use of or using any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such participants are all co-owners of the Lot, is prohibited.
- Renting any Lot for rentals less than 3 months is prohibited.

7. Noise

- The hours between 10:00 pm through 7:00 am, seven days a week are considered quiet hours, during which noise shall be minimized in order that it not be an unreasonable annoyance or nuisance to neighbors. Noise includes, but is not limited to, outdoor music, late-night partying, amplified or motorized sounds.
- At all times, residents shall take care not to disturb their neighbor's right to the quiet enjoyment of their property and neighborhood.
- Construction hours are limited to 7:00 am through 7:00 pm, Monday through Friday and 8:00 am through 5:00 pm on Saturdays and national holidays.

8. Noxious and Nuisance Conditions

[Board Approved – 05.28.26]

- Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot are prohibited.
- Any noxious or offensive activity, which, in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area(s) or to the occupants of other Lots is prohibited.
- Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Shenandoah are not allowed.

9. Parking

- Overnight, multi-day, or permanent parking of any vehicles on public or private streets or thoroughfares is prohibited.
- In the case of private parties or meetings held by Owners, they may allow their guests to park on the street, exercising respect toward their neighbors' property, generally for a period not to exceed eight hours and not between the hours of 2:00 a.m. and 6:00 a.m., subject to the reasonable discretion of the Board. It is suggested that guests be instructed to first make use of all parking spaces within the Owner's driveway before parking on the street.
- If a household has guests for an extended stay, the Owner shall have prior written approval from the Association for street parking to be used for the duration of the guest's stay, not to exceed two weeks. Owner and guest(s) shall work with the Association to ensure street parking does not interfere with normal activities such as, but not limited to, street cleaning, maintenance, roadside spraying, and snow plowing.
- It is generally expected that owners may park recreational vehicles as a temporary expedience, up to 72 hours for loading or unloading.
- The Association recognizes that conversion vans and class B motorhomes are sometimes used for differently abled persons, and also used for everyday transportation. In the cases where community members have a need to park these types of vehicles in their private driveway on a regular basis, they are required to have prior written approval from the Board. Approval by the Board may require the owner(s) install appropriate screening of the vehicle.
- No vehicle, including but not limited to, trailers, boats, recreational vehicles, or commercial vehicles may be stored or parked for any period of time on an unimproved lot.

10. Pets and Animals

- A reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot.
- Dogs must be on a leash and/or otherwise under control of the owner. Voice control is sufficient for this purpose.
- Two (2) horses, ponies, mules, or donkeys may be kept providing the lot is at least five (5) acres. One additional animal of the same type may be kept for each additional three (3) acres of lot area.
- Owners must clean up after their pets at all times and properly dispose of the pet waste.
- Pets shall be inoculated as required by law.
- Incessant dog barking is considered to be a nuisance and grounds for removal.
- Poultry may not be kept in the subdivision.

11. Privacy

- Drones. Unmanned aerial system (UAS), also known as drones, are not allowed to be launched from or landed on any Shenandoah common space, without the prior written authorization from the Board. Drone operators are required to abide by FAA, State and local laws.

12. Property Maintenance

- Structures, equipment, or other items on the exterior portions of a Lot which have become dilapidated, or otherwise fallen into disrepair are not allowed.

13. Protection and Care of Shenandoah

- Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Shenandoah or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution is prohibited.
- No excavation or other earth disturbance shall be performed or permitted within Shenandoah except in connection with the construction of improvements, including landscaping improvements, and then only with the prior written approval of the Architectural Review Committee. Upon completion of construction and improvement and landscaping projects, openings in the ground shall be backfilled and compacted and all disturbed ground shall be graded and landscaped in accordance with the requirements of the Architectural Review Committee.
- Obstruction or rechanneling drainage flows after location and installation of drainage

swales, storm sewers, or storm drains is prohibited, except that the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent.

- All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, fertilization, pruning, removal and replacement of dead or dying plants, removal and or treatment of weeds and noxious grasses and removal of trash.
- Any rock bed areas and dry streambeds shall be maintained in an attractive manner and weeds removed.
- Trees adjacent to structures will be evaluated by owners periodically for potential fire mitigation removal.
- All dead trees must be removed from the property.

14. Motorized Vehicles

- Shenandoah roads are to be used for the ingress and egress of properly licensed motorized vehicles. Use or operation of snowmobiles, all-terrain vehicles, non-licensed dirt bikes, go-carts and the like is prohibited.
- No motorized vehicles are allowed on common areas with the exception of Association projects such as, but not limited to, fire mitigation, dead and diseased tree removal, trail construction, and ditch maintenance.

15. Structures and Occupancy

- No previously erected, modular, or temporary house, structure, or nonpermanent out-building shall ever be placed, erected, or allowed to remain within Shenandoah, except temporary structures or construction trailers being actively used for construction office purposes during the construction of a residence, which temporary structures shall be removed immediately following completion of construction and in any event no later than 1 month following commencement of construction or remodeling unless a written extension is granted by Architectural Review Committee.
- No trailer, incomplete residence, or other structure other than a residence completed in accordance with approved plans shall ever be used or occupied at any time for residential purposes, either temporarily or permanently.
- No completed residence shall be occupied in any manner until all provisions of the Declaration and approval by Architectural Review Committee are met, all conditions of development approval have been complied with, a Certificate of Compliance has

been issued pursuant to the Architectural Review Guidelines, and a Certificate of Occupancy has been obtained from La Plata County.

- No person shall live in the garage of a residence.

16. Trash

- Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups is prohibited. Members are encouraged to work with their trash service provider to procure bear-proof receptacles. Receptacles are to be kept in the garage or other non-visible, enclosed area to reduce bear attraction and should be put out on the day of scheduled garbage pick-up.

17. Visual Nuisances

- Storage of excessive amounts of firewood is prohibited. Wood must be at least fifteen feet from all structures and stacked in such a way as to not become a visual nuisance to neighbors. Owners must actively use the stored wood and rotate in any new firewood. In no instance shall firewood remain stored and unused for an excessive amount of time.
- Recreational, Sports Equipment, and Yard Toys are not allowed to be stored on the front of the Unit. Storage of this equipment and toys is allowed in the rear area of a home provided it is concealed from view as much as possible, kept tidy and shall not be so numerous as to become a visual nuisance to neighbors.
- Inoperable Vehicles (legally; expired tags etc. and/or mechanically; flat tire) are not allowed to remain in private driveways or parked on landscaped areas (i.e. rock, sod, mulch, etc.).
- Car Covers are allowed without prior approval if the following guidelines are met:
 - Shall be manufactured to the specific cover for the vehicle.
 - Shall be a neutral color.
 - Must be well maintained at all times.'
 - Covered vehicles must be parked in the private driveway or garage.

18. Wildlife

- Wildlife is common and present in Shenandoah, including but not limited to bears, coyotes, foxes, deer, racoons, skunks, rats, and chipmunks. In order to minimize harmful interactions to both homeowners and wildlife, homeowners shall:

[Board Approved – 05.28.26]

- Keep all pet food and pet food bowls inside.
- Keep trash sealed and/or enclosed within the home, and
- Never leave pets or children unsupervised outdoors.
- Capturing, trapping, or killing of wildlife within Shenandoah is prohibited, except in circumstances posing a threat to the safety of persons or property damage within Shenandoah. Managing 'troublesome wildlife' must be done in accordance with Colorado State, Colorado Parks and Wildlife, and La Plata County laws and regulations (reference La Plata County: [Living With Wildlife Advisory Board](#)).

PRESIDENT'S CERTIFICATION:

The undersigned, being the President of Shenandoah Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Rules and Regulations were adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____ and in witness thereof, the undersigned has subscribed their name.

Shenandoah Homeowners Association, Inc., a Colorado nonprofit corporation

By: _____
President

**SHENANDOAH HOMEOWNERS
ASSOCIATION ARCHITECTURAL RULES
AND GUIDELINES**

**REISSUED May, 2011 SHENANDOAH ARCHITECTURAL RULES AND
GUIDELINES**

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INTRODUCTION:

This document was approved by the Association's Membership (Terry Burke, Rise Holt, Rick Fawley, Ginny Elder, and Sherry Colquitt)

The purpose of the AC is to create and follow architectural design rules that shall be used in a review process to monitor the character of design for all development in Shenandoah.

The AC has a minimum of three (3) voting members, and a nonvoting Board Advisory Member. AC approval is required before any construction, excavation, alterations, improvements, or any other work, which alters the landscape of any lot, is undertaken. This includes, but is not limited to residences, guest houses, garages, barns, other out buildings, fences, and landscaping. The AC review does not include compliance with county building codes or evaluation of engineering soundness.

AC approval is also required for any such changes in Association's common ground areas.

The AC makes decisions at an AC meeting, or by an email vote.

At a meeting, a quorum consists of over 50% of the voting members, with a minimum of two voting members. Approval of a proposal requires approval by over 50% of voting members at a meeting where a quorum is present.

Approval by email vote requires approval by over 50% of voting members, with a minimum of two favorable votes.

The purpose of these rules is to guide lot owners to develop their land in the best possible way. These Rules include certain guidelines for specific application, e.g., outdoor lighting.

The term "Covenants" used in these Rules and Regulations refers to the Declaration of Homeowners Benefits for Shenandoah Homeowners Association, dated June 2006. If a conflict arises between this document and the Covenants, the Covenants will prevail.

GOALS:

Develop a coordinated sense of building design that establishes visual continuity and yet celebrates special features and assets.

Objectives:

1. Maintain a compatible building setback and location with neighbors. Neighbor cooperation is encouraged.
2. Maintain a compatible building height and scale of building proportions throughout Shenandoah..
3. Since people and non-domestic animals, especially horses, are a part of the environment, develop and enhance a pedestrian and animal oriented road and trail system.
4. Protect and enhance views and special view corridors to the mountain and desert landscape features that are part of Shenandoah's natural beauty and scenic perceptiveness.

CONSIDERATIONS IN DEVELOPING A DESIGN PROPOSAL FOR APPLICANTS:

1. Familiarize yourself with the AC design, standards and rules. These are available on the Homeowners Associations' website www.shenanhoa.blogspot.com.. The AC is primarily concerned that the quality of design is compatible with the existing structures. The AC is concerned with how a new structure relates to what exists in Shenandoah and to what

extent the architectural continuity of Shenandoah is maintained.

2. Understand the context of your building site.
 - The AC is concerned with the visual impact of new construction.
 - Your first step in developing a design should be a visit to the site to observe the surrounding environment.
 - Make note of the heights and patterns created by all adjoining properties and those properties within a direct view of your site.
 - Barns and other non-domestic animal enclosures should be especially sensitive to location regarding visibility and odors to adjacent neighbors.
 - Let the surrounding environment and relationships among surrounding structures influence your approach.
 - Look at the composition of elements, which form the subtle relationships of your lot.
 - Consider the siting of existing structures. What is their orientation? What is their average setback? Are there any natural features - slope, water, trees, rocks, drainage that should be considered in developing your design?
 - Incorporate these considerations into your design.
3. Develop a design using the design rules. A good design plan is not constrained by these rules. There is a broad range of compatible alternatives possible. When building a new structure you should be concerned with how the design relates to and impacts the existing environment.
4. Modify and finalize your design proposal. Modify the design based upon your evaluation of its impact. Finalize details of the accepted design. It is important that all the details of your design are finalized. **The AC cannot render a final decision if your proposal is not completely documented.**
5. Present your design proposal to the AC. Your presentation is an integral part of the design review process. Applicants may be delayed in their AC review if drawings and plans are unclear, causing confusion in how the AC interprets your project. Be sure to submit all the required drawings and plans, using an appropriate scale for plan submittal.

GENERAL STANDARDS FOR REVIEW

AC REVIEW PROCESS, MEETING PROCEDURE AND APPLICANT SUBMITTAL REQUIREMENTS:

Review Process:

- Any applicant may request a Pre-Planning meeting to be held as part of an AC meeting to discuss the review process and general requirements for construction in Shenandoah.
- Larger projects, as determined by the AC, require a Preliminary Plan Review and a separate Final Plan Review. The large project approval process will consequently take more than one AC meeting. Examples of large projects are primary residences, guest houses, detached garages, barns, and significant remodels.
- Smaller projects may be approved in one phase at one AC meeting. Examples of smaller projects are fences, outbuildings, landscaping, and playground equipment.
- Written approval is given for each approved project. A copy of the approval document is forwarded to the Association's property management company.

Meeting Procedure:

Submission of plans for architectural review:

- Prior to applying for a building permit with the County and the commencement of work on any improvements to a lot, the Owner/Member proposing to make such improvements shall prepare and submit plans to the AC including such surveys, plot plans, drainage plans, elevation drawings, exterior construction plans, landscaping plans, specifications and samples of materials and colors as the AC shall reasonably request showing, among other things, the nature, kind, shape, height, width, color, materials and location of proposed improvements. Plan submission shall be no less than thirty (30) days prior to the commencement of any work.
- This requirement applies to all buildings, fences, walls, landscaping, grading and any other structure or improvement which may reasonably be considered to be visible from the road or Member's adjoining property.
- If any trees greater than six (6) inches in diameter will be cut down due to construction activities, the Member must have prior approval from the AC.
- All improvement sites must be temporarily staked prior to the architectural review.
- Any alterations which significantly change the appearance of a Lot shall not be initiated without prior written approval from the AC.

General

- Applicant submittals should be turned into the Chairperson of the AC. Two sets of plans are required. The time to review your plans runs from the date of receipt of such plans. If the Chairperson is unavailable, plans may be submitted to any member of the AC.
- For significant projects, as determined by the AC, adjacent property owners will be notified by the AC of receipt of submittals within five business days of the date received. These property owners may be invited to attend review meetings or make written comments as part of the review process.
- One set of submittal plans will be returned to the applicant following approval or denial, and one set will be kept for the office file until completion of the building project. The remaining copy of the plans will then be returned to the owner.
- All written notifications from the AC may be either in the form of letter or email.

Preliminary Plan Review:

This is the part of the review process that takes place prior to submittal of the Final Plan Review complete plans and specifications in accordance with Paragraph 4.03 of the Covenants. It is intended to address the conceptual design of a project, which includes but is not limited to the following:

- Site Plan:
 - = Original and re-platted boundaries.
 - = Easements and setbacks.
 - = Building footprint.
 - = Septic location.
 - = Proposed roads and/or driveways.
 - = Construction parking and storage.
 - = Trees to be removed.
 - = Location of guest houses, barns, and all out buildings including playground equipment, and animal enclosures.
 - = Any special features, such as permanent trees, natural drainages, irrigation ditches and ponds.
- Square footage summary and statement of finished grade building height.
- Exterior elevations drawn at 1/8"-1/4" showing the front, rear, and sides.
- Roof design.

- Description of all exterior materials and colors. Samples of some of these exterior materials and colors may be requested by the AC prior to approval.
- The AC notifies the applicant of approval, disapproval or approval with conditions in writing within twenty (20) days of receipt of the Preliminary Plan materials.

Final Plan Review:

This addresses the final design details of the project listed below, including any conditions or changes made to an approved Preliminary Plan Review.

- Utility description, placement and routing if available; i.e., water, electric, propane/gas, and satellite dish.
- Fences and walls.
- Exterior lighting.
- Walks, decks, pools and patios along with materials to be utilized.
- Grading, including surface and subsurface drainage showing inlet and outlet locations.
- Landscaping.
- Hardscaping and re-vegetation:
 - = Construction re-vegetation areas.
 - = Landscape lighting.
 - = Driveway entryway.
 - = Details of special features such as fencing, storage buildings, etc.
- The AC notifies the applicant of approval, disapproval or approval with conditions in writing within thirty (30) days of receipt of the Final Plan Review materials.
- Final plan approval is valid for eighteen (18) months. If construction of the project has not begun within eighteen (18) months, the project must then be resubmitted for review and approval.

SITE DESIGN

Construction Storage and Parking:

- During the course of construction, materials storage, equipment storage, construction trailers, and construction vehicle parking should take place completely inside a building lot within a designated area of the project so there is minimum disturbance of the natural landscape and land formations.

Storage Areas:

- Storage areas are required for the following items: trash containers, boats, motorcycles, snowmobiles, trailers, and maintenance and recreational vehicles (including campers and ATVs) and equipment. These items shall be screened or enclosed and not visible from the streets or adjacent lots.

Temporary Structures During Construction:

- No temporary structures such as trailers, tents, teepees, shacks, mobile homes, motor homes, recreational vehicles, camper shells, or prefabricated structures of any kind are permitted for use as temporary occupancy during construction.
- Approved temporary storage or work structures may be used only during construction but must be removed within thirty (30) days of completion of construction.

Driveways & Parking Areas:

- Driveways that follow the natural landscape contours are encouraged in order to blend into the environment.
- Care should be taken to locate driveways so they do not interfere with the natural

drainage or divert the flow of water onto another lot or the streets. Improper water drainage onto a neighboring property is not allowed. The U.S. Corps of Engineers has additional requirements for certain lots where natural drainage occurs. Please contact the Association's property management company for a copy of the map detailing those impacted lots. Culverts may be required to maintain proper drainage in these areas.

- No tree more than six (6) inches in diameter may be cut down without AC approval. Where such trees have been removed for driveway access, the AC **may** require a similar number of new trees with a trunk of not less than one (1) inch in diameter be planted. In heavily wooded lots, this requirement may be waived.
- Driveway and parking surfaces shall at a minimum be constructed of crushed gravel or Class 6 road base. Other allowed surfaces are asphalt, concrete, concrete pavers, or "turf block". No dirt or clay surface is allowed.
- All guest parking spaces shall be a minimum of ten (10) feet by twenty (20) feet.

Driveway Entrances:

- The driveway entry is part-of the visual expression of a lot onto the street. It may simply be an opening onto the street or incorporated as an architectural feature.
- AC approval is required where an architectural feature is used and should consider the following guidelines:
 - = Only finished materials, which are compatible to those found on other structures on the property, are appropriate.
 - = The mass and scale of an architectural entry feature should be compatible with the surrounding environment and other structures.
 - = Any lighting should be low intensity, incorporating warm-colored lights, which are located or shielded so as not to shine into any residential living spaces. High intensity sodium vapor and similar lighting are not allowed.
 - = Any house identification shall be of an appropriate size and material approved by the AC. The house identification message should be simple, such as the street address or name of the property, i.e.; "The Smiths" or "Casa Shenandoah".

Roads:

- Any new roads that are proposed (for example, due to lot annexation or lot subdivision) must be consistent with the materials and quality of the existing roads.

Signs: The only signs which are permitted are:

- Construction and/or permit signs during construction activities and real estate signs advertising the sale of the property; this group of signs may be no larger than two (2) feet on any side.
- Individual property entry signs.
- Subdivision entry signs.
- Political signs which are defined as "a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue." are allowed but may be restricted to the extent permitted by CCIOA as set forth in the Bylaws or duly adopted rules and regulations of the Association.
- Road signs.

Setbacks:

- The minimum setback for any building or cistern is thirty (30) feet from the back, front, and side boundaries of each lot. A setback greater than thirty (30) feet may be required by the AC.
- Building setbacks should also consider the effect of positive open space, the

- spacing between adjacent buildings, and the direct view of buildings to neighbors.
- Setbacks should respect the alignment and orientation of buildings to adjacent buildings, as well as they general pattern of buildings within a neighborhood grouping of buildings. In other words, if buildings are aligned along a particular ridge with a specific orientation, new construction should be developed with the same general setback, alignment, and orientation of this neighborhood grouping.
- Any lots which may be annexed shall have a minimum setback for any residential structure of thirty (30) feet from any lot line. This restriction does not apply to fences.

Lighting:

- Both interior and exterior light sources may have an impact to the public view and adjacent neighbors. For example, incandescent lights cast a warm glow, while fluorescent, halogen, and neon types of lighting are more harsh and penetrating.
- All exterior lights must have housing which shields or directionally focuses the light downward to avoid disturbing the adjacent property owners. Motion activated lights, which stay on for ten (10) minutes or less, are exempt. All exterior lighting must comply with County “lighting” ordinances.
- An exterior lighting plan is required and should include the following:
 - = Sensitivity to the needs of others so there is no glare into neighboring residential living spaces.
 - = Security lights that are on all night are discouraged in favor of motion-sensitive lights.
 - = High intensity sodium vapor lighting is not allowed.

Utilities:

- All wiring and piping for electric, water, gas, telephone, television and other services for all of the lots in the subdivision must be underground and routed to create the least amount of impact on each lot..
- Propane tanks and cisterns shall be buried or sufficiently screened so that they cannot be seen from roads and other Member’s property.
- Satellite dishes (greater than thirty nine (39) inches in diameter) should be sufficiently screened or located away from public view and the view of adjacent Member’s property. Satellite dishes less than thirty nine (39) inches in diameter are governed by the Telecommunications Act of 1996.

Fences:

- The Rules have been designed to encourage the “open space” feeling within the Shenandoah Subdivision.
 - = Fences will be permitted if, in the sole judgment of the AC, they are appropriate for Shenandoah and are of high quality, decorative and functional materials.
 - = Fences in Shenandoah are used for decorative, screening and animal enclosure purposes.
 - = Allowed materials include lumber, stone, brick, PVC, or other materials as approved by the AC.
 - = Allowed materials for animal enclosures include any of the above materials as well as AC approved high tensile wire or Bakelite strung between wooden posts.
 - = Disallowed materials for animal enclosures and property boundaries include metal T-posts, barbed wire and field fencing.
 - = Fencing shall follow contour of the road, where practical, with a twelve (12)

foot setback from the edge of the road or gravel apron. Fencing should be compatible in location and substance with existing natural or man-made conditions

- = Decorative fences for all purposes are most appropriate where lot boundaries and roads meet.
- = Interior fences and boundary fences visually obscured and adjacent structures may be more utilitarian.
- = Where new fences meet old fences, proportions and styles should be compatible.
- = Temporary fences must be reviewed by the AC for use, materials and duration. A "temporary" fence is defined as one in place less than nine (9) months.
- = Fences constructed of metal T-posts and rusted concrete re-mesh or other similar products for the purpose of protecting vegetation and landscaping from wild animals is allowed without AC review. The white tops of any metal T- posts must be painted green.
- = Where temporary fencing is in place for longer than nine (9) months, the AC has the authority to notify property owners of a review hearing to resolve the issue.
- = Permanent specialty fences, such as but not limited to dog runs and permanent gardens shall be reviewed by the AC on an individual case basis along with materials.
- = Maximum height for all fences, which would unduly restrict the passage of big game animals, is five feet. All other fence heights shall be approved by the AC.
- = All fence construction should be done from the property side of the fence. = No fences shall interfere with any easements of record.

Landscaping:

- A landscaping plan is not required for the planting of trees and shrubs. A landscaping plan is required when significant alterations or grading will change the exterior appearance of a lot.
- Due to Shenandoah's semi-arid climate, a well-thought-out landscaping plan should preserve as much of the natural vegetation and landforms as possible.

Re-vegetation:

- Re-vegetation is required to be done within one (1) year following completion of construction.
- Re-vegetation means replanting all areas disturbed by construction, not just the area immediately around a structure.

Portable Rest Room:

- A portable rest room must be provided during construction. The portable rest room should be placed close to the construction site, but shielded from view from other building and roads as possible.

Construction Site Maintenance:

- The construction site must be kept as clean as possible. A "roll off" trash bin is suggested. During periods of high winds, trash must be restrained from blowing from the work site.

BUILDING AND ARCHITECTURAL REQUIREMENTS FOR RESIDENCES

Use:

- No lot shall be used for anything other than first-class residential use, with a single family residence per lot.
- No mobile homes, manufactured homes, modular homes, trailers, temporary building or structure, tents, barns, or recreational vehicles may be used as temporary or permanent residences or guest houses within the subdivision at any time.

Construction Time Frame:

- For each building constructed within the subdivision the owners shall have no more than one (1) year to complete the exterior of the structure.
- If all or part of a structure is destroyed by fire or any other means, The Owner shall have no more than (1) year to either rebuild the exterior of the structure or to demolish and remove the structure.

Construction Hours:

- Construction hours should be reasonable and respect neighbors regarding excess noise during early morning or late afternoon or evening.
- Reasonable hours are defined as 7:00 a.m. to 6:00 p.m. Monday through Friday.
Saturday hours are 8 a.m. to 6:00 p.m.

Minimizing road damage during construction:

- Members are requested to work with their contractors and subcontractors to have them minimize the total weight load on any single delivery to the extent possible. For example, multiple smaller deliveries may be substituted for a larger single delivery.

Minimum Living Space Square Footage:

- Dwellings on lots shall be limited to one single family residence and one guest house. The residence may not contain less than 2000 square feet of livable area with at least 1500 square feet on the ground floor and shall contain space for at least one vehicle in an enclosed garage. Space outside the exterior boundaries of the home such as garage, porches, decks, barns, etc. shall not be included as livable space.
- The second story is defined as living space constructed over the ground floor in a suitable architectural proportion.
- Interior living space does not include roofed or unroofed porches, terraces, basements or garden level basements, garages, carports, or other structures attached by an open vestibule.

Building Height:

- No residential structure shall be constructed or placed on any of the lots in the subdivision which exceeds thirty (30) feet in height measured from the natural grade under the highest point of the structure to the highest point on the structure (roof ridges).

Roof Materials & Design:

- Most conventional roof materials are allowed. Reflective roofs are not allowed, and roof color shall be approved by the AC. A sample of the roof material may be required.

Exterior Walls:

- Logs, timbers, and natural or approved colors of sawn or re-sawn wood siding are encouraged. Metal siding, Masonite siding, T-111, hardboard siding, or other

synthetic simulated wood siding are discouraged, but may be approved by the AC depending on the individual site location of a building or placement on specific areas of a building so long as the visual impact on the expected quality of architectural style expected in Shenandoah is maintained.

- Stucco in approved colors.
- Brick, rock and mortar pattern as approved by the AC.
- No plain, concrete or cinder block is allowed.
- No large areas of foundations or raw concrete retaining walls are to be exposed and should be covered by the exterior wall material, painted or screened.

Chimneys and Flues:

- All fireplace flues should be enclosed with a chimney cap with a minimum of exposed metal or clay flues.

Windows:

- Window casing shall be wood. Approved finishes are natural stained, painted, metal or vinyl clad.
- Exterior window style shall relate to other building materials in the structure.
- Aluminum windows are not allowed.
- Reflective glass in any window is not allowed.

Doors and Entryways:

- Doors and entryways should be constructed from solid, hand-crafted materials whenever possible.
- The primary entrance doorway should establish interest and character.
- Secondary doors may be metal and are subject to AC approval.
- Screen doors must be approved by the AC.

Patios, Decks, and Greenhouses:

- Patios, decks, and greenhouses should appear as though they were designed for the structure and not added as an afterthought. Therefore, design and materials should be compatible with the architecture of the structure.
- Metal patio covers and plastic sun screens are examples of what is not allowed.

Garages:

- Every residence shall have an attached garage sufficient for at least one vehicle or a detached garage sufficient for at least two vehicles.
- Detached garages shall compliment the architecture of the primary residence.
- Sectional overhead doors of raised metal panel design or high quality wood garage doors are encouraged.
- The door heights of a garage must not exceed ten (10) feet. If a larger door is desired, the additional height above ten (10) feet must be approved by the AC.

BUILDING AND ARCHITECTURAL REQUIREMENTS FOR GUEST HOUSES Use:

- A guest house is a detached structure that contains at a minimum a bathroom.
- A guest house may not be occupied full time, rented, sold separately from a primary residence, or used for commercial purposes.
- Additionally, La Plata County requires a separate Class I Land Use Permit for all guest houses that include a kitchen.

BUILDING AND ARCHITECTURAL REQUIREMENTS FOR BARNs

Review Process, Meeting Procedure, and Submittal Requirements:

These are the same as for a primary residence with the following additions:

- Barns are secondary structures to a primary residence and should appear so.
- Generally, the average size of existing barns in Shenandoah are about 1,200 square feet.
- A set back greater than thirty (30) feet may be required by the AC.
- More functional materials are appropriate for barn construction, but should appear to compliment the natural surroundings as well as other adjacent structures.
- Site location for a barn will be reviewed for placement to adjacent structures and neighbors regarding visual impact and odor.

BUILDING AND ARCHITECTURAL REQUIREMENTS FOR OUT BUILDINGS

Use:

- Out buildings shall be considered to be anything that is not a primary residence, guest house or barn.
- Out buildings will be reviewed for their proposed use in relation to proposed building materials, location and visual impact.

[Board Approved – 05.28.26]

SHENANDOAH HOMEOWNERS ASSOCIATION ARCHITECTURAL RULES AND GUIDELINES

Revised July 2026

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Part 1. ARCHITECTURAL COMMITTEE (AC) OVERVIEW

1.1.0 INTRODUCTION

The Shenandoah HOA (SHOA) Architectural Committee (AC) is one of five standing committees mandated by SHOA's Amended Declarations. The AC is composed of volunteers from the neighborhood who meet on an as-needed basis to review proposed projects for compliance with existing guidelines. Section 1.2.0 discusses the AC in further detail, Section 1.3.0 discusses the core principle used by the committee, Section 1.4.0 discusses the review process, and Part 2 outlines the guidelines. Following the guidelines and engaging early with the AC is the fastest route to project approval and, ultimately, successful project completion.

1.2.0 AC ORGANIZATION DESCRIPTION

- The AC shall have a minimum of three (3) voting volunteers selected from the SHOA Community (Owners), plus a nonvoting advisory Board member.
- Committee members and the advisory Board member shall be appointed by the Board of Directors.
- AC meetings may be in-person, virtual or some combination thereof.
- At a meeting, a quorum consists of over 50% of the voting members, with a minimum of two voting members.
- Approval of a proposal requires favorable votes by over 50% of voting members.
- In the case of a tie, the advisory Board member shall serve as the tiebreaking vote.

1.3.0 AC CORE PRINCIPLES

Projects submitted to the AC are evaluated with the following core principles in mind:

- Preservation of the natural beauty, scenic perspective and the sense of shared open space inherent to the Community. Specifically:
 - Protection and enhancement of views and special view corridors to the mountain and desert landscape features.
 - Emphasis on unimpeded movement of wildlife.
- Architectural consistency in design, proportion and aesthetic harmony with the surrounding properties.
- Community-wide fire mitigation, including commitment to Firewise USA principles for all future building projects.
 - Adherence to Firewise principles is not mandated, but is strongly encouraged.
 - Links to representative Firewise USA resources are provided in Appendix B.
- Water conservation.
 - The use of water-wise landscaping such as xeriscaping is strongly encouraged.
 - Links to representative water-wise/xeriscaping resources are provided in Appendix B
- The intent of these Guidelines is to foster a night sky unimpeded by obtrusive light sources from neighboring properties.
 - The use of Dark Sky concepts in outdoor lighting design is strongly encouraged.
 - Links to representative Dark Sky resources are provided in Appendix B

1.4.0 REVIEW PROCESS

General

- Prior to applying for a building permit with the County or the commencement of work on any improvements to a lot, the Owner proposing to make such improvements shall prepare and submit plans to the Chairperson of the AC.
 - A checklist must accompany any review request. Comprehensive checklists are provided in Appendix A. **Requests submitted without a completed checklist will not be reviewed.**
 - Plans are evaluated by the AC using the generic review process outlined below.
- Final plan approval is valid for eighteen (18) months. If construction of the project has not begun within eighteen (18) months, the project must then be resubmitted for review and approval.
- *Please note that the AC review process does not consider whether Owners' plans comply with prevailing state or county laws, ordinances or codes, nor does it include an evaluation for engineering soundness. It is up to the Owner to ensure that all laws are adhered to.*

Review Process

For each plan submission to the AC, the review consists of a five-step process as follows.

1. "Petitioning" Owner submits plans to the AC Chairperson by uploading requests and all required documentation through the Management Agent's system.
 - The information required for review depends on the type of project. The next section provides details.
 - A completed checklist must accompany the project plans. If the request builds on previous submission, updates should be provided on the previously submitted checklist. Use the checklists provided in Appendix A.
2. AC Chairperson solicits neighboring Owners for comments on the proposed project within two (2) business days.
 - Neighboring Owners will be given five (5) days to respond in writing to the Chairperson of the AC.
3. AC conducts an on-site visit with the Petitioning Owner or their representative.
 - The building site must be staked prior to site visit.
 - This on-site visit is generally mandatory but, for smaller projects, may be waived at the discretion of the AC.
4. AC meets to review the submitted plans after the neighbor feedback period has elapsed and the on-site visit is completed.
 - Owners and other interested parties may attend the AC meeting.
5. AC Chairperson informs Petitioning Owner of approval/denial status, in writing, no later than 30 days after plans were submitted.
 - Large Permanent Structures require a two-step process; a preliminary review and final review. Each process may require up to 30 days to approve. Therefore the approval process requires a 60-day lead time prior to the Petitioning Owner applying for any building permits.
 - All documentation regarding the review of a project will be submitted to the property management company and to the board of the HOA.

[Board Approved – 05.28.26]

6. Any disputes arising between the AC, a Petitioning Owner, and / or an interested third party shall be governed by and subject to the Association's Policy on Alternative Dispute Resolution.

Project Classifications

For review purposes, projects fall into three categories:

- Large Permanent Structures include primary dwellings, guest houses/ADUs, detached garages, barns or any accessory building over 200 square feet that, by statute, requires a building permit. A link to the La Plata County building code is provided in Appendix B.
 - Both Preliminary and Final reviews require a 30-day review process. So as to avoid delays in project start times and/or costly changes to the owners architectural plans, **Preliminary plan submission shall be no less than 60 days prior to the application for the building permit, and Final plan submission shall be no less than 30 days prior to the application for the building permit.**
 - The Large Permanent Structures checklist (Appendix A) sets forth the items required for the Preliminary and Final reviews, respectively
 - Preliminary approval will not be granted until all items in the Preliminary checklist are approved; Final approval will not be granted until all items in the Preliminary and Final checklists are approved.
- Small Permanent Structures include all other permanent structures less than 200 sq ft., such as sheds, gazebos, etc.
 - A single 30-day review process is required. **Plan submission shall be no less than 30 days prior to the planned commencement of work.**
 - For convenience, a separate Small Permanent Structures checklist is provided in Appendix A.
 - Plan approval will not be granted until all relevant items in the checklist are approved.
- Miscellaneous projects include non-structural improvements such as decorative features, fences, screens and walls, landscaping, etc.
 - A single 30-day review process is required.
 - For convenience, a separate Miscellaneous checklist is provided in Appendix A.
 - Plan approval will not be granted until all relevant items in the checklist are approved.
- For all plan submittals, be sure to include all relevant plans, sketches, drawings, spec sheets, etc. The more complete the documentation set, the easier (and faster) the review process.

Part 2. ARCHITECTURAL GUIDELINES

2.1.0 GENERAL

- In the event of a conflict between the following guidelines and SHOA's Governing Documents, the latter take precedence.
- The allowable uses of a lot are specified in Article 8 of the SHOA Declarations document. See Appendix B for a link to the Declarations document.
- Out buildings shall be considered to be anything that is not a primary dwelling unit, guest house/Accessory Dwelling unit (ADU), garage or barn. Examples include but are not limited to sheds, gazebos, studios, hot tub enclosures and greenhouses.
- All wiring and piping for electric, water, natural gas, telephone, television, internet and other services must be underground.
- No mobile homes, manufactured homes, modular homes, trailers, temporary buildings or structures, tents, barns, or recreational vehicles may be used as temporary or permanent dwelling units at any time.

2.2.0 SITE DESIGN

2.2.1 Setbacks and Building Placement

- The minimum setback for any building is thirty (30) feet from all lot boundaries. A setback greater than thirty (30) feet may be required by the AC.
- The use of easements in common areas is specified in Article 9 of the SHOA Declarations. See Appendix B for a link to the Declarations document.
- Building placement should also consider a) the alignment and orientation of adjacent buildings, b) the general pattern of buildings within a neighborhood grouping of buildings, c) the effect of positive open space and d) direct view of buildings by neighbors.
- **Required by the AC: Scale diagram(s) showing property boundaries, setbacks and easements, structure locations and footprints.**

2.2.2 Drainage

- Diverting natural water drainage onto the road or a neighboring property is not allowed.
- Culverts may be required to maintain proper drainage. Please see Appendix C for a neighborhood drainage map.
- **Required by the AC: Scale diagram(s) showing natural drainage of a property.**

2.2.3 Tree Management

- No tree more than six (6) inches in diameter may be cut down without AC approval unless a) it is diseased, dying or dead or b) it falls within fire mitigation removal parameters.
 - Refer to the Fire Mitigation recommendations which can be found at Shenandoahdurangohoa.com.
- **Required by the AC: Diagram(s) of the property showing locations and trunk diameters of trees to be removed.**

2.2.4 Driveways and Parking Areas

- If a driveway crosses a natural drainage or a roadside ditch, a culvert shall be installed to minimize disruption of the drainage flow.
- All guest parking spaces shall be a maximum of ten (10) feet by twenty (20) feet. Larger

- parking areas require AC approval.
- Driveway and parking surfaces shall at a minimum be constructed of crushed gravel or Class 6 road base. Acceptable driveway materials include asphalt, concrete or concrete pavers. Dirt and clay are NOT allowed materials.
- **Required by the AC: Diagram of driveway and parking area location relative to property boundaries, including identification of material to be used.**

2.2.5 Driveway Entrances

- Architectural features located at the entrance of a driveway require AC approval based on the following guidelines:
 - Only finished materials, which are compatible with those found on other structures on the property, are appropriate.
 - The scale of an architectural entry feature should be compatible with the surrounding environment and other structures.
 - Any lighting should be low intensity, incorporating warm-colored lights, which are located or shielded so as not to shine into any residential living spaces. High intensity sodium vapor and similar lighting are not allowed.
 - For fire safety purposes, reflective house numbers near the driveway entrance are highly recommended.
- **Required by the AC: Sketch, drawing or artistic rendering showing driveway architectural feature to scale; list of materials.**

2.2.6 Fences

General

- When fencing is necessary, designs should be minimal, visually unobtrusive, and placed in a manner that limits impact on neighboring sightlines and potential noise disturbances, if fencing is used for animals.
- Any proposed fences should adhere to the following design standards and final fence approval is under the sole discretion of the AC.
- All proposed fence materials will be reviewed on a case-by-case basis emphasizing FireWise USA principles.
- No fences shall interfere with any easements of record.
- No fences shall exceed five (5) in height unless approved by the AC.

Fencing design standards

- Pet and playground enclosures
 - Fencing shall be visually unobtrusive in design and constructed to minimize visual impact. Materials and placement should allow the fence to blend with the landscape, ensuring it remains as discrete or hidden from view as possible.
 - Privacy style fencing will be considered under extreme cases but will be restricted in size and location.
 - Electronic fences for pets are encouraged.
- Garden fencing
 - Fencing for gardens and landscaping is subject to AC review.

- Domestic animal (horse) enclosure, corral or paddock
 - All fences shall be set back a minimum of twelve (12) feet from roads and property boundary lines.
- Decorative
 - Decorative fences shall be limited in length according to the size and configuration of the lot and should be compatible with the architecture of the home.
- Privacy/screening
 - Privacy fences, such as for hot tubs, RVs, boats, etc., shall be no larger than necessary to enclose the screened item.
- Temporary
 - Fences constructed for the purpose of protecting vegetation and landscaping from wild animals are allowed without AC review provided that it adheres to the general guidelines.
- **Required by the AC: Scale diagram(s) showing fence outline relative to property boundaries, all relevant fence design details.**

2.2.7 Storage Areas

- Storage areas are required for the following items: trash containers, boats, motorcycles, snowmobiles, trailers, and maintenance and recreational vehicles (including campers and ATVs) and equipment used for property maintenance.
 - These items shall be screened or enclosed per the fencing guidelines and not visible from the streets or adjacent lots.
 - Seasonal items shall be stored out of sight during the off season.
- **Required by the AC: Scale diagram(s) showing location of screened area relative to property boundaries, all relevant screen design details.**

2.2.8 Lighting

- All exterior lighting must comply with County lighting ordinances.
- All light sources must have housing which shields or directionally focuses the light downward to avoid disturbing other property owners.
- No lighted outdoor courts are allowed.
- Dark Skies considerations are encouraged for all exterior lighting.
- No pole-mounted flood lights are allowed.
- **Required by the AC: Detailed lighting plans for all exterior lighting.**

2.2.9 Utilities

- Non-rooftop solar panel installations must be approved by the AC.
- Propane tanks and cisterns shall be buried or sufficiently screened so that they cannot be seen from roads and other Owners' properties. For above ground installations screening fences must adhere to Firewise specifications.
- Satellite dishes greater than thirty nine (39) inches in diameter should be sufficiently screened or located away from public view and the view of adjacent owners' properties.
- Outside EV charging stations must be approved by the AC for location and visibility.
- **Required by the AC: Scale diagram(s) showing location of screened area relative to property boundaries, all relevant screen design details.**

2.2.10 Landscaping

- A landscaping plan is required for AC review when significant alterations or grading will change the appearance of a lot.
- A landscaping plan is not required for:
 - The planting of trees and shrubs; and
 - Landscaping adjacent to permanent structures.
- The AC committee recommends the use of water-wise landscaping such as Xeriscaping.
 - Links to several excellent xeriscaping resources are provided in Appendix B.
 - Non vegetative turf may be used on the back side of a primary residence, or otherwise in any other location as long as it is not visible from the road or adjacent properties.
- Hardscaping plans must be submitted for AC review.
- All property owners must comply with La Plata County weed abatement rules.
- **Required by the AC: Scale diagram(s) showing landscaping plans relative to property boundaries, all relevant fencing design details.**

2.3.11 Miscellaneous

- Outdoor courts for sports require AC approval.
- **Required by the AC: Scale diagram(s) showing location court relative to property boundaries, all relevant fencing design details.**

2.3.0 ARCHITECTURAL REQUIREMENTS

2.3.1 Overview

- This section provides the guidelines for all *permanent structures* to be erected on a lot. Permanent structures include, but are not limited to: primary dwelling units, guest houses/ADUs, garages, barns, studios, sheds, gazebos, greenhouses, hot tub enclosures and all other out buildings.
 - Ideally, all permanent structures on a given lot should use architecturally consistent and/or complimentary fits and finishes. The goal is ‘aesthetic harmony’ within a given property.
 - Where applicable, Firewise best practices are strongly encouraged. Links to Firewise documents can be found in Appendix B.
 - In the case of a conflict between these rules and prevailing laws, the latter take precedence.
 - Additional rules governing guest houses/ADUs are covered in the [Declarations document] (LINK, or reference).

2.3.2 Minimum Living Space Square Footage

- The primary dwelling unit must contain at least 2000 square feet of livable space with at least 1500 square feet on the ground floor and shall contain space for at least one vehicle in an enclosed garage.
- Attached or unattached spaces outside the exterior walls of the primary dwelling unit such as garages, patios, porches, decks, barns, etc. are not considered to be livable space.
- **Required by the AC: Detailed building plans with square footages.**

2.3.3 Maximum Building Height

- No structure shall exceed thirty (30) feet in height, measured vertically from the highest point on the structure to the natural grade below that point.
- **Required by the AC: Detailed building plans with elevations.**

2.3.4 Windows

- • Window frames can be wood, vinyl, fiberglass or aluminum clad.
- For wood windows, approved finishes are stain, paint and metal or vinyl clad.
- Exterior window style shall be architecturally consistent with the structure.
- Reflective glass in any window is not allowed.
- **Required by the AC: window specs and finish samples.**

2.3.5 Doors and Entryways

- Metal entry or garage doors should include architectural features consistent with the house design.
- Garage doors over ten (10) feet high must be approved by the AC.
- **Required by the AC: Entry door and/or garage door specs and finish samples.**

2.3.6 Roof Materials and Design

- Shake wood roofs are not allowed.
- Reflective roofs are not allowed.
- Roof color shall be approved by the AC.
- Replacement roof materials and colors must also be approved by the AC.
- **Required by the AC: Roofing specs and finish samples.**

2.3.7 Exterior Wall Finishes

- Stucco and painted siding colors must be approved.
- Brick, rock and mortar materials and designs must be approved.
- Any areas of foundations or raw concrete retaining walls greater than 12” in height at the base of a structure shall be painted or screened.
- **Required by the AC: Detailed building plans showing exterior finishes, specs and finish samples.**

2.3.8 Chimneys and Flues

- All fireplace flues should be enclosed with a chimney cap with a minimum of exposed metal or clay flues.

2.3.9 Attached Patios, Decks and Greenhouses

- Attached patio, deck, and greenhouse designs shall be architecturally consistent with the structure they are attached to.
- **Required by the AC: Detailed building plans showing exterior finishes, specs and finish samples.**

2.3.11 DETACHED STRUCTURES

Guest Houses/ADUs

- One guest house or ADU per single-unit detached dwelling is allowed.
- General rules governing guest houses/ADUs are specified in Article 8 of the SHOA Declarations document. See Appendix B for a link to the Declarations document.
- Exterior fits and finishes shall be architecturally consistent with or complimentary to the primary dwelling unit.
- **Required by the AC: All relevant information as detailed in sections 2.3.1-2.3.9.**

Garages

- Garages that accommodate more than three cars will be evaluated by the AC on a case-by-case basis.
- Exterior fits and finishes shall be architecturally consistent with or complimentary to the primary dwelling unit.
- **Required by the AC: All relevant information as detailed in sections 2.3.1-2.3.9.**

Barns and Other Out Buildings

- Within the constraints of Firewise best practices, more utilitarian fits and finishes are acceptable for barns and any other permanent structures that are not specifically discussed above.
 - The exterior look shall compliment the natural surroundings as well as other structures on the property.
- Site location for a barn will be reviewed for placement to adjacent structures and neighbors' properties regarding visual impact and odor.
- Out buildings will be reviewed for location and visual impact.
- Setbacks greater than thirty (30) feet may be required by the AC.
- Owners of neighboring properties will be solicited for comment.
- **Required by the AC: All relevant information as detailed in sections 2.3.1-2.3.9.**

2.4.0 CONSTRUCTION GUIDELINES

2.4.1 Overview

- During construction, Owners are requested to minimize the impact on their neighbors, the roads and the environment. Specifically,
 - Minimize visual and audible impact on neighbors.
 - Minimize damage to roads.
 - Minimize impact on the environment (preserving the SHOA “feel”)

2.4.2 Construction Hours

- Construction hours are limited as follows:
 - 7:00 a.m. to 6:00 p.m. Monday through Friday.
 - 8:00 a.m. to 6:00 p.m. Saturday & Sunday.

2.4.3 Construction Time Frame

- For each permanent structure building project the owners shall have no more than one (1) year to complete the exterior of the structure.
- If all or part of a structure is destroyed by fire or any other means, the Owner shall have no more than one (1) year to either a) rebuild the exterior of the structure or b) demolish and remove the structure.
 - If not rebuilding, the site should be cleared of all construction material and graded to its original topography.

2.4.4 Temporary Structures During Construction

- No temporary structures such as trailers, tents, teepees, shacks, mobile homes, motor homes, recreational vehicles, camper shells, or prefabricated structures of any kind are permitted for use as temporary occupancy during construction.
- Approved temporary storage or work structures may be used only during the course of construction and must be removed within thirty (30) days of completion of construction.

2.4.5 Construction Storage and Parking

- During the course of construction, materials storage, equipment storage, construction trailers, and construction vehicle parking should take place completely inside a building lot within a designated area of the project so that there is minimum disturbance of the natural landscape, land formations, and neighboring properties.

2.4.6 Construction Site Maintenance

- The construction site shall be kept as clean as possible. Dumpsters are recommended.
- Trash and debris shall be restrained from blowing from the work site and from rummaging by animals.
- Food waste shall be either a) placed in a bear-proof receptacle or b) removed from the site daily.

2.4.7 Portable Rest Room

- A portable rest room shall be provided during construction.
- The portable rest room should be placed close to the construction site and shielded from view from adjacent properties and roads as much as possible.

2.4.8 Construction signage

- The only signs which are permitted during construction activities are: Construction / contractor company signs, permit signs, and for sale signs while it is under construction.
 - No sign may be larger than two (2) feet on any side.

2.4.9 Minimizing road damage during construction

- SHOA owns and maintains its roads. The roads are fragile, especially along the edges. Owners are requested to work with their contractors and subcontractors to minimize road damage by
 - Limiting the total weight load on any single delivery. For example, multiple smaller deliveries may be substituted for a larger single delivery.
 - Strictly observing the posted 20 mph speed limit at all times.
 - Staying to the middle of the road, especially on curves and corners.

2.4.10 Re-vegetation

- Re-vegetation means replanting all areas disturbed by construction, not just the area immediately around a structure.
- Re-vegetation shall be completed within one (1) year following completion of construction.

Appendix A - Project Checklists

LARGE PERMANENT STRUCTURES

- Fill out all relevant lines.
- For items that are not applicable, please put N/A in the “submission date” column.

Name: _____ Project: _____ Date: _____

Requ'd for:	Document/Spec	Details	Included in project packet		
			Y/N	If 'Y', name of document(s) or link(s)	If 'N', expected submission date
PRELIM review	Plat, to scale	Property boundaries			
		Setbacks & easements			
		Structure location(s)			
		Structure footprint(s)			
		Drainage plan			
		Trees to be removed			
		Driveway/parking area location			
		Driveway/parking area material			
	Architect's plans, to scale	Finished square footage			
		Total square footage			
		Elevation showing heights			
		Attached outdoor spaces			
FINAL review	Window specs	Material(s)			
		Color(s)			
	Entry door specs	Material(s)			
		Color(s)			
	Garage door specs	Material(s)			
		Color(s)			
	Roofing specs	Material(s)			
		Color(s)			
	Siding specs	Material(s)			
		Color(s)			
	Exterior lighting	Locations			
		Fixture specs.			

Appendix A - Project Checklists

SMALL PERMANENT STRUCTURES UNDER 200 SQUARE FEET

- Fill out all relevant lines. See example on next page.
- For items that are not applicable, please put N/A in the “submission date” column.

Name: _____ Project: _____ Date: _____

Document/Spec	Details	Included		
		Y/N	If 'Y', name of document(s) or link(s)	If 'N', expected submission date
Plat, to scale	Property boundaries			
	Setbacks & easements			
	Structure location(s)			
	Structure footprint(s)			
	Drainage plan			
	Trees to be removed			
	Driveway/parking area location			
	Driveway/parking area material			
Architect's plans, to scale	Square footage			
	Elevation showing heights			
	Attached outdoor spaces			
Window specs	Material(s)			
	Color(s)			
Entry door specs	Material(s)			
	Color(s)			
Garage door specs	Material(s)			
	Color(s)			
Roofing specs	Material(s)			
	Color(s)			
Siding specs	Material(s)			
	Color(s)			
Exterior lighting	Locations			
	Fixture specs.			

Appendix A - Project Checklists

MISCELLANEOUS

- Fill out all relevant lines.
- For items that are not applicable, please put N/A in the “submission date” column.

Name: _____ Project: _____ Date: _____

Type of Improvement	Details	Included in project packet		
		Y/N	If 'Y', name of document(s) or link(s)	If 'N', expected submission date
Decorative features, including driveway entrance features & landscaping	Description			
	Dimensions			
	Material(s)			
	Color(s)			
	Lighting			
Fences, screens, walls, etc., including for storage areas	Purpose			
	Location (detailed sketch or drawing including lot lines)			
	Height			
	Material(s)			
	Color(s)			
Exterior lighting	Locations			
	Fixture specs			
Courts or unattached patios	Location			
	Size			

Appendix B - Useful Links

SHOA Governing Documents [Bylaws

doc link placeholder]

[Declarations and Covenants doc link placeholder]

SHOA Portal

Shenandoahdurango.com

La Plata County Building Permit Application Packet [Building](#)

[Permit Application Packet.pdf](#)

Firewise

The below links provide recommendations for building a wildfire-resistant home, creating defensible space, and home hardening. The recommendations are supported by Firewise USA, National Fire Protection Association (NFPA), and Colorado State Forest Service (CSFS). The links also provide additional fire mitigation information for those who would like to know more on best practices for wildfire mitigation.

<https://csfs.colostate.edu/wildfire-mitigation/protect-your-home-property-from-wildfire/>

<https://csfs.colostate.edu/csfspublications/#mitigation>

<https://headwaterseconomics.org/natural-hazards/wildfire/homes-risk/building-costs-codes/>

Water-wise

[Free 10 Xeriscape Design Templates for Denver Dry Climates](#)

[Durango.gov/Water-Wise](#)

[Landscapinghttps://www.durangoco.gov/DocumentCenter/View/6539/State-WaterWise-Landscaping-Best-Practices-Manual_201205101339317187?bidId=](https://www.durangoco.gov/DocumentCenter/View/6539/State-WaterWise-Landscaping-Best-Practices-Manual_201205101339317187?bidId=)

<https://extension.colostate.edu/resource/xeriscaping-retrofit-your-yard/> [Dark Skies](#)

Although SHOA is not an official Dark Sky Community, we value our views of the night sky.

[IDSC-Final-May-2021](#)

Appendix C - Neighborhood Drainage Map

Two major natural drainages flow, from east-to-west, through the subdivision.

This map shows the approximate locations and is intended only for quick reference. For accurate drainage information, please consult a hydrologic engineer or similar professional.

Contour maps for specific lots can be found at [La Plata County Maps](#).

Pan and zoom to the lot of interest using the mouse.

Pick 'Map Layers' then activate 'Contours' using the check box.

