

RAVENNA HILLS HOMEOWNERS ASSOCIATION  
RULES, POLICIES AND REGULATIONS

Table of Contents

|                                                      | <u>Page</u> |
|------------------------------------------------------|-------------|
| Intent .....                                         | 3           |
| Definitions .....                                    | 3           |
| Adoption of Rules .....                              | 3           |
| Privacy and Security Area .....                      | 4           |
| Conflicts of Interest .....                          | 5           |
| Owners' Meetings .....                               | 5           |
| Board Meetings .....                                 | 7           |
| Alternative Dispute Resolution .....                 | 8           |
| Association Records .....                            | 9           |
| Owners' Conduct .....                                | 11          |
| The Common Area/Open Space .....                     | 12          |
| Leases .....                                         | 13          |
| Exterior Alterations, Changes and Improvements ..... | 14          |
| (Architectural Control Committee)                    |             |

|                                                 |    |
|-------------------------------------------------|----|
| Insurance .....                                 | 15 |
| Operating Funds, Reserve Funds/Investments..... | 17 |
| Landscaping.....                                | 18 |
| Irrigation .....                                | 20 |
| Snow Removal.....                               | 20 |
| Fence Maintenance, Repair and Replacement ..... | 21 |
| Severability .....                              | 23 |

**RULES, POLICIES AND REGULATIONS**  
**for**  
**RAVENNA HILLS HOMEOWNERS ASSOCIATION, INC.**

PURSUANT TO § 38-33.3-302(1)(a), C.R.S., RAVENNA HILLS HOMEOWNERS ASSOCIATION, INC. adopts the following Rules, Policies and Regulations:

1. Intent.

These Rules are intended to supplement and enhance the Amended and Restated Declaration, Articles, Amended and Restated Bylaws, and implement the Act. All provisions of these Rules, the Amended and Restated Declaration, Articles, and Amended and Restated Bylaws shall be read to harmonize their provisions and give meaning and effect thereto to achieve a reasonable, fair, and just result. In the event of a conflict between the Rules and the Amended and Restated Declaration, Articles, Amended and Restated Bylaws, and the Act, then the conflicting provisions of the Amended and Restated Declaration, Articles, Amended and Restated Bylaws, and the Act shall govern. These Rules are intended to be interpreted according to general legal principles for the interpretation of writings using commonly accepted definitions of words except as defined herein or unless the context requires otherwise.

2. Definitions.

The definitions set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Ravenna Hills Homeowners Association, Inc. recorded on October 20, 2022 as Reception No. 3047324 in the Mesa County Clerk and Recorder's Records and all amendments thereto shall apply to these Rules, Policies and Regulations.

3. Adoption of Rules.

- a. The Board may, from time to time, adopt and amend the Rules as the Board determines to be reasonable or necessary for the operation, administration, and management of the Subdivision and Common Area and the discharge of the Association's duties and responsibilities pursuant to the Governing Documents and applicable law.
- b. All Rules shall bind and benefit the Owners and the occupants of such Owner's Lot.
- c. All Rules shall be adopted by the Board pursuant to written resolution adopted either at a meeting of the Board or by unanimous action of the Board taken without meeting in the method and manner permitted by law. Upon adoption of a Rule, the Board shall notify all Owners of such Rule and provide a copy of the Rule in the notification. The Board may post the Rules on the Association's website.

- d. The Board of Directors shall keep copies of the Rules in the corporate records of the Association. The Board may organize and index the Rules in such manner as it determines appropriate.
- e. The Board may waive compliance or deviate from any procedure set forth in the Rules if, in its sole discretion, such deviation is reasonable, necessary, or warranted under the circumstances including, but not limited to, emergent circumstances.
- f. The Rules and any provisions thereof including any procedure set forth in the Rules including the adoption of Rules and any amendments thereto, may be altered, amended, or deleted from time to time by the Board in the same method and manner as provided herein for the adoption of rules.

#### 4. Privacy and Security Area.

- a. The Association is authorized to adopt rules, policies and regulations regarding the Security and Privacy Area, including methods of enforcement of the restrictions contained herein.
- b. In order to protect and preserve the privacy and security of the Lot Owners, access to the Common Area surrounding the Lots is restricted as follows:
  - i. The privacy and security areas are defined to encompass the area from the front of a Building to the adjacent public sidewalk, the area from the rear of a Building to the boundary of the Common area situated to the rear of the Building, and one half of the area from the side of each Building to the side of the adjacent Building, hereafter the "Security and Privacy Area."
  - ii. Notwithstanding anything to the contrary herein, no Owner or Person shall enter or remain upon the Common Area comprising the Security and Privacy Area of any Lot without the permission of the Lot Owner.
  - iii. Each Owner may elect to maintain each Owner's Security and Privacy Area at such Owner's expense; provided, however, notwithstanding an Owner's election to provide such maintenance, the Owner's obligation to pay for the Owner's share of the cost of landscape maintenance provided by the Association to the Common Area will not be reduced. Any landscaping maintenance beyond the scope of that contracted by the Association shall be the Owner's separate cost and expense.

5. Conflicts of Interest.

- a. The Board shall exercise its power and discharge its duties in good faith, in the best interest of, and with loyalty to the Association.
- b. "Conflicting interest transaction" means a contract, transaction, or other financial/non-financial relationship between the Association and a Board member or between the Association and a party related to a Board member, or between the Association and an entity in which a Board member is a director or officer or has a financial/non-financial interest.
- c. "Party related to a Board member" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Board member or a party related to a Board member has a beneficial interest, or an entity in which a party related to a Board member is a director or officer or has a financial interest.
- d. No loans shall be made by the Association to its Board members or officers.
- e. Any conflicting interest transaction on the part of any Board member or party related to a Board member shall be disclosed to the other Board members at each meeting of the Board at which the interested Board members are present prior to any discussion or vote on the matter. After disclosure, the interested Board member may not participate in the discussion and may not vote on the matter. The minutes of the meeting shall reflect the disclosure, the composition of the quorum and record who voted for and against.
- f. A conflicting transaction shall be valid if:
  - i. The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Board members, even if less than a quorum, in good faith approve the conflicting interest transaction.
  - ii. The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or,
  - iii. The conflicting interest transaction is fair to the Association in the judgment of the majority of disinterested Board members.

6. Owners' Meetings.

- a. Meetings of the Owners shall be called pursuant to the Bylaws of the Association. Notice shall be provided in accordance with the Governing Documents.

- b. All Owner meetings conducted shall be governed by the following rules of conduct and order:
- i. The President or his or her designee shall chair all Owner meetings.
  - ii. Anyone wishing to speak must first be recognized by the Chair. Only one person may speak at a time. Each person who speaks shall first state his or her name and address.
  - iii. Any person who is present and represented at the meeting by another person will be permitted to have such person speak on his or her behalf. If the Owner is not present, the Chair may require reasonable proof of such person's permission to speak for the Owner.
  - iv. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
  - v. No inappropriate conduct shall be permitted including, but not limited to, profanity, derogatory or disparaging personal remarks, threats or shouting, or interruptions of the speaker as determined by the Chair. Comments shall be relevant to the subject matter.
  - vi. The Chair may establish a maximum speaking time for each person. Each person may only speak once per topic. Yielding of time by a speaker to another individual shall not be permitted.
  - vii. All actions and/or decisions will require a first and second motion.
  - viii. Once a vote has been taken, there will be no further discussion on that topic unless the topic is reopened by the Chair.
  - ix. Minutes of action taken shall be kept by the Association.
- c. Member meetings may be conducted by electronic means including telephonic or video conference calls or other means by which attendees can hear each other. Meetings conducted electronically shall be subject to the same rules of conduct applicable to meetings in person modified, appropriately, to allow for the electronic format of the meeting.
- d. Contested elections of the Board (defined as elections in which there are more candidates than positions to be filled) shall be conducted by written ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain the Owner's address and allocated interest in the Common Elements. 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 written ballot to cast the vote of the Owner who provided

the proxy. The proxy and ballots shall be kept and retained by the Association for a period of eleven months.

- e. 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 Chair including acclamation by a showing of hands, 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 Chair or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.
- f. The Board may require that written ballots shall be counted by a neutral third party or committee selected by the Board. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair during that portion of the meeting.
- g. 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.
- h. Any Owner who is delinquent in the payment of assessments or who has been determined to be in violation of the Governing Documents shall have such Owner's voting right suspended for any period of such delinquency or violation.
- i. Proxies may be given by any Owner as allowed by § 7-127-203, C.R.S. All proxies shall be reviewed by the Association's Secretary or designee as to the validity of the signature, the signatory's authority to sign for the Owner, the authority of the Owner to vote, conflicting proxies and expiration of the proxy.

## 7. Board Meetings.

- a. Meetings of the Board shall be called pursuant to the Bylaws of the Association. All meetings of the Board shall be open to attendance of the Members except for matters for executive session defined in § 38-33.3-308(4), C.R.S.
- b. All Board meetings shall be governed by the following rules of conduct and order:
  - i. The President or his or her designee shall chair all Board meetings.
  - ii. Anyone wishing to speak must first be recognized by the Chair. Only one person may speak at a time. Each person who speaks shall first state his or her name and address.

- iii. Any person who is present and represented at the meeting by another person will be permitted to have such person speak on his or her behalf. If the Owner is not present, the Chair may require reasonable proof of such person's permission to speak for the Owner.
  - iv. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
  - v. No inappropriate conduct shall be permitted including, but not limited to, profanity, derogatory or disparaging personal remarks, threats or shouting, or interruptions of the speaker as determined by the Chair. Comments shall be relevant to the subject matter.
  - vi. The Chair may establish a maximum speaking time for each person. Each person may only speak once per topic. Yielding of time by a speaker to another individual shall not be permitted.
  - vii. All actions and/or decisions will require a first and second motion.
  - viii. Once a vote has been taken, there will be no further discussion on that topic unless the topic is reopened by the Chair.
  - ix. Unless permitted or requested by the Chair, no meeting shall be recorded. Minutes of action taken shall be kept by the Board.
- c. Board meetings may be conducted by electronic means including telephonic or video conference calls or other electronic means by which attendees can hear each other. Meetings conducted electronically shall be subject to the same rules of conduct applicable to meetings in person.
  - d. At an appropriate time determined by the Board, but before a vote, the Board shall allow Owner comment. The Board may place reasonable time restrictions on persons speaking at the meeting.

#### 8. Alternative Dispute Resolution.

- a. The Association and the Owners are invited and encouraged to resolve any disputes between them informally and without the need for litigation by alternative dispute resolution including, but not limited to, direct meetings or negotiation, mediation, or binding arbitration if the parties consent to binding arbitration. Nothing in the Governing Documents is intended, nor shall it be interpreted, as requiring any specific form of alternative dispute resolution or requiring the Association or the Owners to participate in alternative dispute resolution except when done voluntarily. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions that may be available to either party under the Governing Documents or by law by



participating in or not participating in alternative dispute resolution unless such dispute is submitted to binding arbitration, or the parties enter into a formal settlement agreement.

9. Association Records.

- a. The Association shall maintain such records as are required by the Governing Documents or the Colorado Revised Nonprofit Corporation Act. All records will be kept in written form or in a form that can easily be converted into written form.

The following items will be kept as permanent records:

- i. Minutes of all Board and owner meetings;
- ii. All actions taken by the Board or owners by written ballot instead of holding a meeting;
- iii. All actions taken by a committee on behalf of the Board instead of the Board acting on behalf of the Association;
- iv. All waivers of the notice requirements for owner meeting, board member meetings or committee meetings;
- v. Appropriate accounting records; and
- vi. A record of its members in a form that permits preparation of a list of the name and address of all members in alphabetical order, showing the number of votes each member is entitled to vote.

- b. The Association will keep a copy of the following records in its principal office:

- i. Articles of Incorporation;
- ii. Bylaws;
- iii. Declaration of Covenants, Conditions, and Restrictions;
- iv. Board resolutions affecting the owners (Rules, Policies and Regulations);
- v. Minutes of all owner meetings and records of any actions taken by Members without a meeting in the past three years;
- vi. All written communication within the last three years to the owners as a whole;
- vii. A list of the names and business or home addresses of the current Board members and its officers;
- viii. Most recent annual report, if any, delivered to the Secretary of State; and,
- ix. All financial statements, audits or reviews conducted in the last three years.

- c. An Owner or his/her authorized agent is entitled to inspect and copy such records of the Association as the Owner is permitted to inspect and copy by applicable law, subject to the exclusions, conditions and requirements set forth below:

- i. The inspection and/or copying of the records of the Association shall be at the Owner's expense, which may be collected by the Association in advance.

- ii. The inspection and/or copying of the records of the Association shall be conducted during the regular business hours of the Association or the Association's Appointed Agent at the office of the Association or the Appointed Agent.
  - iii. The Owner's request must be in writing and directed to the President or a member of the Board. The request must include: who is making the request, proof of authorization to make the request, owners address, what records are being requested to be reviewed, and a description of the document being requested and the reason for review. Failure to follow these procedures for inspection of records shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.
- d. The Association shall make the records available within ten (10) business days of the Owner's request or during the next regularly scheduled Owner or Board meeting occurring within thirty (30) days of the Owner's request, at the discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five (5) business days of the Owner's request.
- e. Association records shall not be used by any Owner for any purpose unrelated to an Owner's interest as an Owner; for the purpose of soliciting 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; any commercial purpose; for the purpose of giving, selling, or distributing such Association records to any Person; or, any improper purpose as determined by the Association in its sole discretion.
- f. The following records shall not be available for inspection and/or copying as they are deemed confidential:
- i. Any documents or information subject to the attorney-client or work product privilege unless the Board decides to waive such privilege at an open meeting.
  - ii. Any documents that are confidential under constitutional, statutory, or judicially imposed requirements.
  - iii. Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy in the discretion of the Association, including but not limited to social security numbers, dates of birth, personal bank account information, email address, driver's license numbers, employment information, or other personal identifying or confidential information.

- iv. Records of an executive session of the executive board;
- v. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation.
- g. Any Owner requesting copies of Association records shall be responsible for actual costs, which have been determined by the Association to be \$.50 per page, including the cost to search, retrieve, and copy the record(s) requested. The Association may require a deposit equal to the anticipated actual cost of the requested records, or \$50.00, at the discretion of the Association's Board. Failure to pay such deposit may result in denying Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.
- h. No Owner shall remove any original book or record of the Association from the place of inspection, nor shall any Owner alter, destroy, or mark in any manner, any original book or record of the Association.
- i. Nothing contained in these Rules shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.
- j. The Association may designate its Appointed Agent as its agent to store and maintain specific records and provide access to records as required by Colorado law and/or the Rules.

#### 10. Owners' Conduct.

- a. No Owner shall engage in any noxious, offensive, or illegal activity or engage in any conduct causing an unreasonable disturbance or annoyance to other Owners or which is, or might be, unsafe or hazardous. Conduct and activities subject to this Article include, but are not limited to, noise, odor, vibration, intoxication, light emissions, smoke, unsightly displays, vandalism, and physical violence.
- b. No open fires shall be ignited or permitted in any portion of the Subdivision except in designated barbecue, fire pit, or gas fireplace areas or as contained in barbecue grills. Fireworks of any kind will not be ignited in any portion of the Subdivision.

- c. Any trash facilities designated for use by residential Owners are solely for normal household trash. No other material or substance may be deposited in the residential Owner trash receptacles. Trash, debris, and discarded items shall not be placed or allowed to accumulate on Common Area or Lots except in designated trash receptacles.
- d. Patios and decks shall be used only for the placement of furniture and accessories and the conduct of activities related to the residential purpose of the Lot and Building.
- e. Nothing shall be done or kept in any part of the Common Area which would result in the cancellation of Association's insurance, or a material increase in the rate of Association's insurance above what the Association, but for such activity, would pay for insurance without prior written approval from the Association.
- f. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other requirement of any governmental or regulatory agency.
- g. No damage or waste of Common Area shall be caused or suffered by any Owner.

11. The Common Area/Open Space.

- a. No personal property, thing or device shall be placed, stored, or kept in or on the Common Area for any purpose without written authorization from the Association.
- b. Any damage to the Common Area or any personal property, thing or device kept or placed thereon at the Association's direction or with the Association's written consent caused by an Owner shall be repaired and replaced at the Owner's expense.
- c. Owners shall pick up and remove all of their trash, debris, and garbage from the Common Area.
- d. Any activity which presents a recognizable or foreseeable likelihood of personal injury, death, or property damage is prohibited. Such prohibited activities shall include, but not be limited to, the discharge or brandishing of weapons, use of fireworks, careless operation of vehicles and physical violence.

12. Leases.

- a. "Lease" or "License" means any agreement for the occupancy of a Building or Lot by persons other than the fee title Owner but excludes members of the Owner's family and non-paying guests and invitees who occupy the Building and Lot. "Tenant" or "Licensee" means the occupant of a Lot and Building pursuant to a Lease or License.
- b. Owners are responsible for the conduct and activities of their Tenants and Licensee for compliance with the Governing Documents. Owners shall be responsible for providing their Tenants and Licensees with copies of the Governing Documents or adequately informing the Tenant or Licensee of the Governing Documents. A violation of the Governing Documents by a Tenant or Licensee will be treated as a violation of the Governing Documents by the Owner.
- c. The Owner shall provide the Association with the contact information for the Tenant or Licensee.
- d. Any Tenant or Licensee violation of the Governing Documents shall be treated as a violation of the Governing Documents by the Owner and be administered in the same manner as any other violation subject to notices, hearings, and fines as provided by these Rules. If the Association is provided with the contact information for the Tenant or Licensee, the Association shall provide notice of the violation to the Tenant at the address set forth in the contact information provided by the Owner.
- e. In addition to the procedures for violation of the Governing Documents as set forth in the Rules, in the event of a Tenant's or Licensee's violation of the Governing Documents, the Association may enforce any Lease or License to the extent and degree provided in the Amended and Restated Declaration including, but not limited to, termination of the Lease or License and an action for unlawful detainer. Any cost or expense reasonably incurred by the Association, including court costs and attorney's fees, for any such enforcement action shall be assessed against the Owner pursuant to the Governing Documents.
- f. Each Tenant or Licensee may use and enjoy the Common Area pursuant to a Lease or License subject to the Governing Documents.
- g. The failure or delay of the Association to enforce any term or provision of the Governing Documents, Lease, or License, shall not be construed and shall not constitute a waiver of or form the basis of an estoppel to enforce any existing or subsequent violation of the Governing Documents whether of the same, similar, or different nature.

13. Exterior Alterations, Changes and Improvements.

- a. Owners must request approval for any changes, alterations or improvements to the Owner's lot, building or privacy area including painting, roofing, color changes, structural additions/deletions or modifications to landscape such as removal or replacement of bushes, trees, hardscape whether adjacent to structures or within designated common areas.
- b. Requests for approval must be in writing utilizing the Architectural and Landscape Request form. Such proposal shall include plans and specifications, narrative explanations, samples, drawing, cut sheets, fact sheets, renderings or architectural drawings or other documents and information sufficient to inform the ACC of the nature and extent of the proposed alteration. The ACC may request supplemental or additional information in its discretion. The ACC may condition the review of any request for approval of an alteration on the applicant agreeing to pay, reimburse or advance the Board's reasonable expenses in reviewing such application including the costs and expenses of any consultant engaged to assist the ACC. The ACC may require the applicant to appear in person or by phone to review and discuss the proposed alteration and to dismiss, deny or postpone approval if the applicant fails or refuses to meet with the ACC or refuses to fully disclose relevant information. The ACC may grant, deny, or approve with conditions any application. Conditions of approval may include curing, abating, or eliminating any existing or threatened violation of the Governing Documents and the execution of an indemnity and such security as the ACC may reasonably require in a form approved by the ACC and its counsel. No proposed alteration shall be deemed submitted, the time for approving applications shall not commence to run and no application shall be approved unless it is first submitted in writing and meets the requirements set forth in the governing documents of the Association.
- c. Without limiting the ACC's consideration of any other relevant fact or circumstance, the ACC shall consider the following in reviewing any application for an alteration of the Common Areas pursuant to the governing documents:
  - i. Increases the cost or burden of maintenance, operation, repair, or replacement of the Common Area.
  - ii. Adversely affects the utility, use, enjoyment, or function of the Common Area including all utilities within or servicing the Subdivision.
  - iii. Adversely affects the use and enjoyment of any Lot or Building or is likely to cause an unreasonable annoyance or disturbance to other Owners or occupants of a Lot or a nuisance or unlawful activity.
  - iv. Constitutes a violation of the Governing Documents.

- d. The actions of the ACC shall be deemed binding upon the Owner(s) however an Owner shall have the right to appeal said decision to the Board within ten (10) days whose decision shall be conclusively binding.
- e. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services by a multi-point distribution service, including multi-channel, multi-point distribution services, instruction television fixed services, and local multi-point distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive direct broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this rule. Permitted Antennas shall be installed in the least conspicuous location available on the Lot or Building, which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. Permitted Antennas may not extend over any portion of the Common Area. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed, or maintained on a Lot, Building Common Area.
- f. Political signs and flags: Colorado law will permit the display of a political sign by the homeowner or occupant of a unit on property within the boundaries of the unit or in a window of the unit. Ravenna Hills Board has broadened this display to 3 signs that measure 2 feet by 3 feet and will allow the placement of the signs in the secure area of the homeowner's unit and or the adjacent common area of the homeowner's home. Political signs will be displayed during an election season, defined as the period from 45 days before an election to 7 days after the election.

#### 14. Insurance.

- a. For each and every loss, regardless of its amount for which the Association pays or is required to pay all or part of a deductible (the "Deductible"), the Association, through the Board, shall assess such Deductible against the Lot Owner ("Responsible Owner"), if any, (i) whose act or omission caused the loss, even if such act or omission was not negligent or otherwise improper or unlawful, (ii) who owns the Lot or Building from which the event or condition that caused the loss originated or came from, and/or (iii) who has the maintenance responsibility for that component or element from which the loss originated or was caused. In the event that there is more than one Responsible Owner, the Board, in its

reasonable discretion, may assess each Responsible Owner a pro rata share of the Deductible. In the event that there is a Deductible for which there is no Responsible Owner, or if the Board determines, in their reasonable discretion, that good cause has been shown to not assess all or part of a Deductible against a Responsible Owner, any such Deductible or part thereof shall be paid by the Association and shall be a common expense.

- b. In addition to any insurance that an Owner maintains in connection with his or her Lot and Building, each unit Owner shall also obtain and at all times maintain, if and to the extent available, insurance sufficient to pay in full any and all Deductibles such Owner may be assessed with and required to pay in accordance with this Section, and on which the Association shall be named as an additional insured if permitted by the insurance company.
- c. If an occurrence is made known to an Owner that results in damages or injury to an Owner or an Owner's Lot or Building which may come within the Association's coverage as required in the Amended and Restated Declaration or under Colorado law, the following procedures should be followed by the Owner:
  - i. The Owner(s) shall promptly notify his or her personal insurance carrier of the damage.
  - ii. In the event the Owner determines it is in the Owner's best interest to submit a claim under the Owner's insurance policies, the Owner shall follow the procedures set out in those insurance policies describing the insured's duties in the event of an occurrence, claim, or suit.
  - iii. The Association may require the Owner to provide copies of the claim the Owner may make to his/her own carrier, as well as copies of the adjustment or determination of that carrier as a condition before the Owner makes any claim on the Association's policies.
- d. In the event the subject matter of the claim may fall within the Association's insurance responsibilities under the Amended and Restated Declaration or Colorado law, the Owner shall promptly notify the Association of the damage by providing written notice to the Board setting forth the following Owner's home address and phone number and Lot address, if different; the time, place and circumstances of the event; the identification of damaged property; and, the names and addresses of any injured person and witnesses, if applicable.
- e. The Board shall then decide as to whether the occurrence or claim consists of damages for which the Owner or the Association is responsible for insuring under the Declaration. The Association shall so notify the Owner in writing of its determination within 20 business days of written notification of the damage to the Association.



- f. If the Board determines, in its sole discretion, that the subject matter of the claim is within the Association's obligations, the Board shall submit a claim to the Association's insurance carrier on behalf of the Owner in accordance with the requirements of the insurance policy. In that event, an Owner may not submit a claim to the Association's insurance carrier.
- g. The Board, in its reasonable discretion, may choose not to submit a claim to the Association's insurance, including a claim by an Owner, provided that the Association causes the claim, including the Deductible, to be paid in full by it and/or the Responsible Owner, if any. The Board shall assess any such amount under this section against the Responsible Owner.
- h. The Board, on behalf of the Association, may adjust any and all losses or insurance claims to the fullest extent permitted by law.

#### 15. Operating Funds, Reserve Funds/Investments.

- a. The Board shall designate a financial institution as the Association's operating depository for Association funds. The Board is also responsible for designating authorized signers for the accounts. All accounts must be held in FDIC insured financial institutions. Preservation of principal and liquidity are the primary criteria.
  - i. An operating account will be established to pay for services that carry out the everyday functions of the Association.
  - ii. A reserve account(s) will be established to set aside funds of the Association to meet future costs of upkeep, replacement and any unexpected costs that arise. The Association may keep reserve funds in an interest-bearing account if the fee vs. interest earned relationship is favorable and the funds can be withdrawn as needed.
  - iii. Policy considerations concerning changes of investment strategy, account type or security selection criteria requires Board approval.
  - iv. The Association's Treasurer will review monthly operating account and reserve account statements and financial statements. These statements will provide a detailed accounting of current values, income, and transactions. Reports will be available for Members of the Association from the Treasurer upon written request.
- b. Term investments for reserve funds can only be considered for funds in excess of the fully funded amount required by the most recent reserve study. Term accounts/instruments must be insured by the FDIC.

- c. Any surplus funds of the Association remaining after payment of or provision for its expenses and any prepayment of or provision for reserves shall be retained by the Association as unallocated reserves and need not be credited to the Owners in proportion to their Allocated Interests or credited to them to reduce their future Assessments.

16. Landscaping.

- a. The Association has the following responsibilities for landscaping and irrigation services to Ravenna Hills homeowners and for the Common Area shared with The Knolls Master Association, Inc.
- b. The Association has the responsibility to obtain a contract from a qualified landscaping company or companies to perform basic landscaping functions listed below for Ravenna Hills homeowners.
- c. The Association has the responsibility to obtain a contract from a qualified landscaping or irrigation company or companies to perform basic irrigation repair, maintenance and replacement of irrigation equipment.
- d. The Association shall arrange for the following basic minimum services to the Homeowners Lots and Common Areas, subject to cost and availability. These services shall include at a minimum the following:
  - i. Turf Care:
    - 1. Mowing, Trimming, Edging, Blowing;
    - 2. Fertilization/Fertilization w/weed control;
    - 3. Post-emergent weed control;
    - 4. Spring Aeration.
  - ii. Tree, Shrub & Bed Care:
    - 1. Manual Weeding;
    - 2. Spring Clean Up (Clean up leaves and debris);
    - 3. Fall Clean up (Clean up leaves and debris);
    - 4. Pre-emergent for beds;
    - 5. Post-emergent for beds;
    - 6. Plant Fertilization;
    - 7. Spring Pruning;
    - 8. Summer Pruning.

Tree Services (spray pine and ash, deep root fertilization in Common Area; trees in Owner's privacy and security area are not included)
  - iii. Irrigation Service:
    - 1. Spring Start up – (Start system, check system, program controller);

2. System Check – (Once a month during irrigation season);
  3. Fall Winterization.
- e. The Association may contract additional services on availability and need. The contracted work may be performed by one or more contractors. Questions concerning the specifics of the contract(s) should be directed to a member of the Board. Questions concerning the quality of service provided should be directed to the designated liaison.
- f. The Association and the Knolls Master Association, Inc. have the responsibility to obtain a contract from a qualified landscaping company or companies to perform basic landscaping functions listed below for their shared common areas (27 ½ Road, Cortland Avenue, Piazza Way (park area), Woodgate Drive overflow area and irrigation ponds 1, 2 and 3). The Ravenna Hills Homeowners Association pays for 28% of these costs.
- g. The Association and the Knolls Master Association, Inc. have the responsibility to obtain a contract from a qualified landscaping or irrigation company or companies to perform basic irrigation repair, maintenance and replacement of irrigation equipment for their shared Common Areas.
- h. The Association and the Knolls Master Association, Inc. shall arrange for the following basic minimum services to the shared Common Areas, subject to cost and availability. These services shall include at a minimum the following:
- i. Turf Care:
    1. Mowing, Trimming, Edging, Blowing;
    2. Fertilization/Fertilization w/weed control;
    3. Spring Aeration.
  - ii. Tree, Shrub & Bed Care:
    1. Manual Weeding;
    2. Spring Cleanup (Clean up leaves and debris);
    3. Fall Clean up (Clean up leaves and debris);
    4. Pre-emergent for beds;
    5. Post-emergent for beds;
    6. Plant Fertilization;
    7. Spring Pruning;
    8. Summer Pruning.
  - iii. Irrigation Service:
    1. Spring Start up – (Start system, check system, program controller);
    2. Pump House Filter Cleaning – (Once weekly during contract season);
    3. Mainline Filer Cleaning – (Once weekly during contract season);
    4. Fall Winterization.

- i. The Association and the Knolls Master Association, Inc. may contract additional services on availability and need. The contracted work may be performed by one or more contractors. Questions concerning the specifics of the contract(s) should be directed to a member of the Board.

#### 17. Irrigation.

- a. The Property is irrigated by means of a “collective delivery system”, which is shared with The Knolls Master Association, Inc. with their own schedule. Irrigation to Lots and Common Areas is pressurized by one main system run through different zones with a set coordinated timing schedule to maintain proper pump capacity and pressure. Pump and pumping capacity mandate all Owners adherence to the irrigation schedule to avoid damaging pumps.
- b. The irrigation watering schedule (Annual Irrigation Schedule) for the Association is established each year by the contracted landscape company. They also program all the individual controllers to match the irrigation schedule. The irrigation schedule will be available on the website and the notice board prior to the activation of the pressure system and pumps. Only emergencies would cause an exception to the irrigation schedule.
- c. Availability of irrigation water can be affected by water shortage or interruption of delivery from Grand Valley Water Users Association or the shared pumps and delivery system.
- d. In the event of any delivery shortage or disruption, the Knolls Master Association and the Association shall deliver water as available to the Lots and Common Area without partiality to anyone to the extent feasible.

#### 18. Snow Removal.

- a. The Association has the responsibility to obtain a contract from a qualified snow removal company or companies to perform basic snow removal functions listed below for Owners.
- b. The Association shall arrange for the following basic minimum services to the Lots and Common Areas, subject to cost and availability:
  - i. Snow Removal maintenance service rates will be agreed in annual snow removal contracts between the Association with the snow removal contracted company.
  - ii. All snow removal is completed on a time and material basis and based on a typical storm depth of 2”- 4”. In the event of a storms accumulated more than 4”, additional time and material will be necessary to complete the service.

1. Anything less than 1" is the responsibility of the Owner.
  2. Ice Melt will not be used on any sidewalks.
  3. Sand/mix will be used on the parking lots when necessary.
- iii. Parking Lots: Remove snow from parking lots.
  - iv. Plow Sidewalks/Driveways: Remove snow from sidewalks, sidewalks leading to front of houses, all driveways, loading docks and entrances throughout the property using hand shovels, ATV's walker mowers, including motorized equipment with plow blades.
- c. Additional Services: In the event a storm or storms produce enough snow to warrant the removal of snow piles from the parking lots, this service is available on a time and material basis. The Association may contract additional services on availability and need. The contracted work may be performed by one or more contractors.

#### 19. Fence Maintenance, Repair and Replacement.

- a. The Association, The Knolls Master Association, Inc and the Owners have the following responsibilities in regard to the maintenance, repair and replacement of fencing. All fences must conform to color; the color is acrylic stain called "Monument Fence". No fences can be higher than six feet.
- i. Common Area:  
Knolls Master Association, Inc. and Association Responsibility:  
(details of the cost breakdown can be found in the Shared Cost Agreement which is posted on the Association's website):
    1. The split rail fences (three sections on the left-hand side of the walkway and eleven on the right-hand side) on the Common Area/Open space at the opening of Piazza Way on the North/East side of Pond 1 next to the concrete walkway;
    2. The portion of the split rail fence on the North side of the concrete walkway at the West end of Pond 2 (enclosing the depression);
    3. The wood fence to the West of Pond 3;
    4. The wood fence in the retention pond area behind Woodgate Ave. which is on the subdivision property and abuts the Spring Valley subdivision;
    5. The masonry wall along 27 ½ Road.

ii. Association Responsibility:

1. The north side of the wood fence extending behind the homeowners Lots south of Cortina Ct.;
2. The masonry wall bordering both sides of the concrete walkway from Fernwood Ct. north towards Cortland Avenue;
3. The split rail fence at the north end of the park area along Piazza Way behind the homes on Cortina Ct.

iii. Association/Homeowner Responsibility (the side of the fence facing the residence is the Owner's responsibility; the opposite side is the responsibility of the Association):

1. The four Owner's on Sparrow Court whose fences face Piazza Way (East); NOTE: the maintenance of the stone pillars in between are also shared responsibility of the Owner and the Association;
2. The perimeter wood fence from 27 ½ Rd that ends at Sparrow Ct. facing Cortland Ave;
3. The wood fence along the west end of the concrete walkway abutting 27 ½ Road (North of the Nature Area);
4. The two wood fences on Fernwood Ct. north of the parking areas (to the left and right of the mailboxes; next to 2280 Fernwood Ct. and 3683 Sparrow Ct) and continuing north bordering the concrete walkway terminating at the northern perimeter fence (#2 above);

iv. Owner Responsibility:

1. All wood fences above and/or below, facing the masonry wall along 27 ½ Road;
2. All fences inside the Property which separate the yard area; the expense is split between the two Owners who share the fence;
3. All fences not mentioned in this section (19. Fence Maintenance, Repair and Replacement) are the responsibility of the Owner.

b. The Board of Directors may amend this procedure(s) from time to time.

20. Severability.

In the event any section, term or provision of the Rules, Policies and Regulations is determined to be unenforceable or invalid by a court of competent jurisdiction for any reason, then the remaining sections, terms and provisions of the Rules, Policies and Regulations shall remain in full force and effect notwithstanding such determination.

**President's Certification:** The undersigned, being the President of the Association, certifies that the Board of Directors of the Association adopted the foregoing Rules and in witness thereof, the undersigned has subscribed his/her name:

**Ravenna Hills Homeowner's Association**

*Cindy (Cynthia) Gaines*  
President

April 25, 2024  
Effective Date