



Bent Tree Property Owners' Association, Inc.

P.O. Box 2631

Monument, Colorado 80132-2631

www.btpoa.net

2014 Budget Meeting Agenda Thursday, February 12, 2014

Since we have many items to cover, with the exception of those giving reports, all other speakers will be limited to two (2) minutes each. No one will be allowed to speak a second time on a topic until all who want to speak on the topic have had a chance to speak.

- 1) Determination of Quorum**
- 2) Call to Order, Introductions – *John Heiser***
- 3) Conduct of the Meeting – *John Heiser***
- 4) Review/Approval of September 19, 2013 Annual Meeting Minutes
– *John Heiser***
- 5) Covenant Compliance Committee (CCC) Report – *Mark Weidner***
- 6) Forestry Committee Report – *Mark Weidner***
- 7) Architectural Control Committee (ACC) Report – *Mark Wester***
- 8) Water Committee Report – *Bob Hostetler***
- 9) Neighborhood Watch Report – *Herb Wetzel***
- 10) Financial Report, Budget Discussion and Approval – *John Heiser***
- 11) Vehicle Parking Variance Discussion – *John Heiser***
- 12) Announcement – *John Heiser***
- 13) Meeting Schedule**
 - a) Proposed Annual Meeting Date: **Wednesday, Sept. 17, 2013, 6:30 p.m.** (“on or about Sept. 15th”), Woodmoor Improvement Association Barn
 - b) Board Meetings: **Third Tuesday** of each month, 6 pm, Monument Sanitation District board room, 130 2nd Street, Monument.
 - c) Other Events – July 4th Potluck?
- 14) Any Other Business**
- 15) Adjourn**
- 16) Board meeting**

Rules of Order for BTPOA Meetings

General

- Meetings will be conducted in accordance with *Robert's Rules of Order*. The chair rules on procedural questions. A majority vote is needed to override the chair's ruling.
- Please remain quiet and respectful while others are speaking. There must be no outbursts including applause, cheering, booing, heckling, etc. Avoid private conversations as they make it difficult for others to hear the proceedings.
- Display of signs and placards is distracting and is to be avoided.

Agenda

- Once the agenda is approved, a majority vote is needed to make changes.
- Motions not in keeping with the approved agenda will be ruled out of order.

Speaking

- Raise your hand and wait for the chair to call on you before speaking. This is called "obtaining the floor."
- State your first and last name and your home address slowly and clearly.
- Address your remarks to the chair, not to one another, or the group.
- During debate on a motion, it is best to start by saying something like "I support the motion because..." or "I oppose the motion because..."
- Be sure your remarks are germane to the current motion or topic. If the chair judges that your remarks are not germane, you will be ruled out of order.
- Each person will be limited to two minutes each time they are recognized.
- No person may speak a second time on a topic until all who want to speak on the topic have been heard. No person may speak more than twice on a topic.

Motions

- A member qualified to vote obtains the floor and states, "I move that ..." and then sits down. A second member qualified to vote seconds the motion.
- Once a motion has been moved and seconded, those wishing to speak on the motion or offer amendments may seek to obtain the floor.
- If an amendment to the motion is moved and seconded, debate and voting on the amendment must be completed before continuing debate and voting on the main motion.

Debate is closed:

- When it is evident to the chair that all who wish to speak have spoken, or
- When a motion to close debate is passed, or
- When the time allotted for debate on the topic expires and is not extended.

Voting

- To be allowed to vote, you must be a Bent Tree property owner of record and current in payment of the annual assessment.
- Voting in the ACC election is restricted to property owners who live in Bent Tree (“owner-occupants”).
- Voting will typically be handled in one of four ways:
 - **Unanimous consent:** The chair will ask if there are any objections. If none are voiced, the motion passes. If there is objection, the chair will typically then use one of the other methods of voting.
 - **Voice vote:** The chair will ask for all in favor and then all opposed and determine the outcome based on the responses. If the outcome is in question, the chair will typically then use a show of hands or balloting.
 - **Show of hands:** The chair will ask for all in favor and then all opposed and count hands raised in each instance. If the outcome is in question, the chair will typically ballot the issue.
 - **Balloting:** For each item voted on, each person will receive one ballot for each lot they own. One vote per lot. Ballot results will be read aloud.
- Most motions such as main motions and amendments require a majority vote, that is, “more than half of the votes cast” (i.e., a majority of 19 votes cast is 10, a majority of 20 or 21 votes is 11). Some motions such as to close debate or close nominations require a vote of at least two-thirds of the votes cast (i.e., two-thirds of 30 votes is 20, two-thirds of 31 votes is 21, two-thirds of 32 or 33 votes is 22). Abstentions, including the return of blank ballots, are not counted as votes cast.
- The chair votes only when balloting is being used or when the chair’s vote would change the outcome.

Elections

- At the chair’s discretion, elections may be conducted by unanimous consent or balloting.
- Each candidate must receive a majority of the votes cast in order to be elected.
- If not enough candidates to fill all the open positions receive a majority of votes, the results will be announced and another vote will be conducted for the remaining positions.

Recess and Adjournment

- A motion for recess is in order except when another person has the floor or a motion to adjourn is pending. A motion for recess must specify the time for resumption of the meeting.
- A motion to adjourn is in order except when another person has the floor.

2013 ANNUAL MEETING MINUTES BENT TREE HOMEOWNER'S ASSOCIATION
THURSDAY, SEPTEMBER 19, 2013

It was determined that a quorum of the Bent Tree property owners was achieved.

The meeting was called to order by President John Heiser, with Board members Matt Dunston, Duane Fitch, and Patrick Quinlan in attendance. Board member Wayne Claybaugh was absent.

By majority vote using a secret ballot, Deb Guillan and Greg Davis were elected to the two available positions on the Board of Directors succeeding Duane Fitch and Wayne Claybaugh. Those positions carry three-year terms.

The minutes of the Annual 2012 Meeting were approved as well as the notes from the October 18, 2012 Wildfire Mitigation Meeting and the February 21, 2013 Budget Meeting.

Matt Dunston was elected to the ACC for a three-year position previously held by Bob Brown.

Mark Wester gave an ACC committee report. He noted that the purpose of the ACC is to review changes to the exterior of properties including construction and landscaping. There is a change application as well as new building application that must be completed by homeowners. Mark mentioned that very few applications were not approved and the turnaround time is usually less than the 30-day requirement. He also asked for volunteers to be ACC auxiliary members. The ACC meets the 1st Wednesday of each month.

Jim Maser gave a report of the Covenant Compliance Committee. Mark Wieder reported on the Forest Management committee. Herb Wetzel gave a report on the Neighborhood Watch Committee. Bob Hostetler of the Water Augmentation Committee reported that there are only 6 lots with over 2,000 square feet in irrigation. There is a possibility that Great Divide Water can lower their annual fee that is charged to the Bent Tree Property Owners Association.

Robert Gaspar requested that speed limits be observed due to the many close calls with pedestrians especially with dogs.

John Heiser invited Homeowners to attend the monthly Board meetings.

The Annual meeting was adjourned on a motion by Matt Dunston and a second by Greg Davis.

Minutes by Patrick Quinlan, BTPOA Secretary.

BTPOA 2014 BALANCE SHEET

Assets: Balances as of 2/12/2014

CD 1 year	\$ 38,414	0.35% Matures 11/30/2014
CD 1 year	\$ 38,297	0.35% Matures 5/29/2014
Working	\$ 21,537	
Total	\$ 98,249	

Liabilities and Owner Equity

Plan Review	\$ 2,700
Owner Equity	\$ 95,549
Total	\$ 98,249

Historical Perspective

Balances	12/31/2004	12/31/2005	12/31/2006	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	2/12/2014
CD #1	\$ 3,702	\$ 3,957	\$ 6,175	\$ 6,452	\$ 6,574	\$ -	\$ 80,899	\$ 38,025	\$ 38,280	\$ 38,414	\$ 38,414
CD #2	\$ 20,475	\$ 20,794	\$ 21,529	\$ 22,428	\$ 22,902	\$ -	\$ -	\$ 38,016	\$ 38,163	\$ 38,297	\$ 38,297
CD #3	\$ 30,735	\$ 31,228	\$ 37,516	\$ 39,397	\$ 40,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CD #4	\$ -	\$ -	\$ 12,000	\$ 12,548	\$ 12,818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Working	\$ 24,115	\$ 26,144	\$ 9,654	\$ 4,266	\$ 749	\$ 90,708	\$ 10,523	\$ 6,028	\$ 6,149	\$ 1,329	\$ 21,537
Total	\$ 79,027	\$ 82,123	\$ 86,874	\$ 85,091	\$ 83,285	\$ 90,708	\$ 91,422	\$ 82,069	\$ 82,592	\$ 78,041	\$ 98,249
Increase (Decrease)		\$ 3,096	\$ 4,751	\$ (1,783)	\$ (1,806)	\$ 7,423	\$ 714	\$ (9,353)	\$ 524	\$ (4,551)	\$ 20,208
CD interest earned				\$ 3,605	\$ 1,711	\$ 498	\$ 899	\$ 831	\$ 403	\$ 268	\$ -
CD interest rate				4.67%	2.12%	0.60%	1.08%	1.03%	0.53%	0.35%	0.35%

BTPOA 2014 BUDGET VS. REVENUE AND EXPENSES

2014 budget approved Jan. 21, 2014 by the BTPOA Board of Directors

To be presented at the Budget Meeting Feb. 12, 2014

Expense Category	2013			2014			Description	% Budget
	Budget	12/31/2013	Diff	Budget	2/12/2014	Diff		
Architectural Control	\$ 300	\$ -	\$ (300)	\$ 300	\$ -	\$ (300)	Review of plans	0%
Bank Charges	\$ 50	\$ 25	\$ (25)	\$ 50	\$ 24	\$ (26)	Service fees, return check charges, etc.	48%
Beautification & Trails	\$ 4,000	\$ 3,922	\$ (78)	\$ 7,000	\$ -	\$ (7,000)	Maintenance of entrances, trails, roadside	0%
Dues & Subscriptions	\$ 200	\$ 62	\$ (138)	\$ 100	\$ -	\$ (100)	NEPCO, HOA Registration, CO Corp. Report	0%
Flood Control	\$ 200	\$ -	\$ (200)	\$ 200	\$ -	\$ (200)	Engineer's review plus maintenance work	0%
Forestry Committee	\$ 3,500	\$ 3,130	\$ (370)	\$ 2,000	\$ -	\$ (2,000)	Beetle and mistletoe survey	0%
Insurance	\$ 2,600	\$ 2,444	\$ (156)	\$ 2,600	\$ -	\$ (2,600)	Gen. liability, officers and directors liability	0%
Legal and Professional	\$ 3,000	\$ 4,843	\$ 1,843	\$ 3,000	\$ 265	\$ (2,735)	Attorney time, tax return preparation	9%
Meetings	\$ 1,000	\$ 673	\$ (327)	\$ 1,000	\$ 25	\$ (975)	Meeting room, refreshments, door prizes	3%
Plan review refunds	\$ 900	\$ -	\$ (900)	\$ 900	\$ -	\$ (900)	Refund of plan review fees	0%
Printing, Mailing & Supplies	\$ 500	\$ 574	\$ 74	\$ 500	\$ 87	\$ (413)	BT Log, directory, notices, office supplies	17%
Secretarial/Admin Support	\$ 7,000	\$ 5,632	\$ (1,368)	\$ 6,000	\$ 216	\$ (5,784)	Administrative assistance	4%
Taxes	\$ 250	\$ 77	\$ (173)	\$ 100	\$ -	\$ (100)	Income taxes	0%
Utilities	\$ 500	\$ 959	\$ 459	\$ 1,000	\$ 122	\$ (878)	Lights at Scottswood and Highway 105 + phone	12%
Water Augmentation	\$ 18,000	\$ 17,242	\$ (758)	\$ 11,000	\$ 9,553	\$ (1,447)	BTPOA share in Great Divide Water Company	87%
Web Site	\$ 500	\$ 313	\$ (187)	\$ 500	\$ -	\$ (500)	Web site hosting, software tools, etc.	0%
Welcoming Committee	\$ 250	\$ 224	\$ (26)	\$ 250	\$ -	\$ (250)	Printing or purchasing materials, birdhouses	0%
Total Expenses	\$ 42,750	\$ 40,121	\$ (2,629)	\$ 36,500	\$ 10,292	\$ (26,208)		28%
Revenue Category	Budget	12/31/2013	Diff	Budget	2/12/2014	Diff	Description	% Budget
Dues (incld late fees)	\$ 30,840	\$ 31,680	\$ 840	\$ 30,840	\$ 30,000	\$ (840)	257 lots x \$120 per lot + late fees	97%
HOA Statements	\$ 1,000	\$ 2,120	\$ 1,120	\$ 1,000	\$ 500	\$ (500)	10 x \$100 statement fee for sale/refinance	50%
Plan Review Fees	\$ -	\$ 550	\$ 550	\$ -	\$ -	\$ -	Assumes no house plans reviewed	-
Interest	\$ 400	\$ 269	\$ (131)	\$ 250	\$ 0	\$ (250)	Interest on CDs (0.35% on \$76,000)	0%
Fines	\$ -	\$ 951	\$ 951	\$ -	\$ -	\$ -	Fines for Covenant Violations	-
Ads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Ads in the directory	-
From Reserves	\$ 10,510	\$ -	\$ (10,510)	\$ 4,410	\$ -	\$ (4,410)	To cover deficit	0%
Total Revenue	\$ 42,750	\$ 35,570	\$ (7,180)	\$ 36,500	\$ 30,500	\$ (6,000)		84%
Expectation at this point in the year								12%
Surplus (deficit) through 12/31/13				\$ (4,551)	\$ 20,208		2/12/2014 Surplus (deficit)	
				\$	- Difference from balance sheet			



Bent Tree Property Owners' Association, Inc.
Rules and Regulations of Bent Tree
Version 110—Approved by the Board ~~March 12,~~
~~2013~~December 10, 2013

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- “3. **DWELLING SIZE:** ...Automobiles and small boats will not habitually be parked overnight outside of garages.”
- “19 [20 in the Bent Tree IV and V Covenants].. **VEHICLE PARKING AND EQUIPMENT:** No vehicles shall be stored or parked within the subdivision except in a closed garage; however, recreation vehicles to include travel trailers, horse trailers, campers, boats or a motor home and various equipment may be kept in an organized manner to the rear of a house if not readily visible from public streets nor reasonably from other lots within the subdivision. Screening such vehicles from public view with proper garaging or fencing, approved by the ACC, is recommended. The intent of this covenant is to prevent clutter and enhance natural appearance.”

4.6.2 PERMITTED. A literal interpretation of the Covenants precludes many daily activities. The parking situations listed below allow us to use our properties for customary activities.

4.6.2.1 Emergency Vehicles: In accordance with Colorado State Statutes, outdoor parking of an emergency vehicle is permitted provided the vehicle bears an official emblem or other visible designation of an emergency service provider, weighs less than 10,000 lbs, and is required by the owner's or resident's employer to be parked at the owner's or resident's residence as a condition of the owner's or resident's employment or volunteer status with a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services.

4.6.2.2 Recreation Vehicle Prep and Clean-up: Outdoor parking three days before and three days after RV use is permitted. Longer periods of outdoor RV parking may be permitted if approved by the CCC. The intent of this guideline is to maintain a generally vehicle-free appearance; not to link three-day cleanup and prep parking under a rule technicality to create substantially continuous parking.

4.6.2.3 Vehicles not Visible from Street but Visible to Neighbors: The BTPOA will not proactively enforce vehicles and equipment “kept in an organized manner to the rear of a house if not readily visible from public streets nor reasonably from other lots within the subdivision” where the property is not readily visible from the streets. If a neighbor objects to the parking, then the owner is obligated under the Covenants to make other arrangements. In other words, as long as the property complies with Covenants from the perspective of public streets (including Highway 105, Roller Coaster Road and Higby Road), then covenant enforcement shifts to complaint basis.

4.6.2.4 Vehicle Type and Condition: Vehicles parked visibly under the situations described below are to be fully functional and properly licensed passenger vehicles or small trucks rated at no more than $\frac{3}{4}$ ton capacity.

4.6.2.5 Day Visitors: Guests and visitors may park on driveways (and on the streets if necessary).

4.6.2.6 Overnight Visitors: Extra vehicles for your guests up to two weeks are permitted.

4.6.2.7 Vehicles Parked Out during the Day: It is permitted to leave vehicles out of the garage as needed for active uses of the garage during that day, as long as the vehicles are garaged by the end of the day.

4.6.2.8 Vehicles Blocked from Garage for Longer Periods: Using the garage to stage or unpack your own household goods upon moving in or moving out is permitted up to one month. Other uses of the garage that require vehicles to be parked out ~~continuously must be approved in advance by the CCC~~ for longer periods are addressed through vehicle parking variances as specified in Section 4.6.2.10.

4.6.2.9 House and Garage Construction: The rules above apply after the main dwelling is completed. It is understood that vehicles will be around during construction. Where the owner is making reasonable progress to build an ACC-approved detached garage, the BTPOA has permitted the vehicles to remain in view. Detached garages should typically be completed within three months; fences within one month.

4.6.2.10 Vehicle Parking Variances: In the event there is a need for more vehicles to be parked at a Bent Tree property than the number of usable garage spaces, the Board shall have the authority to grant temporary vehicle parking variances to allow additional vehicles to be parked outdoors, visible from public streets and other lots within Bent Tree.

Each such vehicle parking variance that is granted may be subject to terms and conditions specified by the vehicle parking variance hearing board, must not be contrary to the interests of Bent Tree Property Owners and residents, and must be intended to address temporary circumstances unique to the associated lot or owners where literal enforcement of the vehicle parking covenants would result in a significant unnecessary hardship.

4.6.2.10.1 General. Vehicle parking variances must be in writing, and will only be granted to owners of properties in good standing. Vehicle parking variances are not transferable.

For a hardship to be judged *significant*, it must be determined by the variance hearing board that all reasonable screening and garaging alternatives have proven to be unworkable.

Variances are granted for specific vehicles as described in Section 4.6.2.4 to be parked in a specific location on a specific property. On-street parking is not permitted.

Each vehicle parking variance that is granted will be for a specific period or until a specific event occurs. The maximum period for which a vehicle parking variance may be granted is two (2) years but variances may be renewed by following the same process as for an initial variance application.

4.6.2.10.2 Candidate Vehicles. Vehicle parking variances may only be granted for vehicles as described in Section 4.6.2.4 and shall not be granted for commercial vehicles, trucks exceeding $\frac{3}{4}$ ton, recreational vehicles, trailers, campers, boats, all-terrain vehicles, tractors, or riding lawn mowers.

4.6.2.10.3 Application for a Vehicle Parking Variance. Residents must submit a written application to the BTPOA CCC using the form in Appendix D and include all the information called for on the form. The CCC will determine if all reasonable garaging and screening

alternatives have been explored and will supply that information to the vehicle parking variance hearing board. The CCC may confer with the ACC in making their determination. The information provided must include evidence of compliance with the requirements described above, including a description of the nature of the hardship and the length of time the variance will be needed. Applications must provide sufficient information to show that the requested variance would be consistent with the limited use and temporary nature principles of this policy.

The property owner submitting a vehicle parking variance application must authorize the BTPOA, at its sole discretion, to distribute or publish the submitted vehicle parking variance application form or any of the information it contains and to distribute or publish the outcome of the vehicle parking variance hearing. Publication of the information on the application or the outcome may include posting on a publicly accessible portion of the BTPOA web site.

4.6.2.10.4 Scheduling of Vehicle Parking Variance Hearings. Once the vehicle parking variance application form has been received and reviewed, a vehicle parking variance hearing will be scheduled by the CCC or its designee. Vehicle parking variance hearings will typically be held during Board meetings.

4.6.2.10.5 Vehicle Parking Variance Hearing Board. The vehicle parking variance hearing board shall consist of the directors present unless otherwise determined by the Board. A primary criterion the Board typically uses in selecting vehicle parking variance hearing board members will be the potential member's perceived ability to be impartial with respect to the property owner and the variance requested. Input from the ACC and CCC will be considered by the Board in the selection of vehicle parking variance hearing board members.

To ensure that the vehicle parking variance hearing board consists of at least three (3) members and that there are an odd number of members, the Board may appoint BTPOA members to serve as voting members of the hearing board for that hearing.

Any potential vehicle parking variance hearing board member who has a conflict of interest with regard to the variance being heard shall not participate as a hearing board member. Variance hearing board members who would receive from the outcome of a variance hearing a greater benefit or detriment than the general BTPOA membership should recuse themselves from acting as members of the hearing board for that variance hearing.

Owners may be given the opportunity in advance of the hearing to object if they feel that any member of the vehicle parking variance hearing board cannot render an impartial decision.

4.6.2.10.6 Vehicle Parking Variance Hearing Notices. The BTPOA CCC or its designee will prepare a vehicle parking variance hearing notice stating the date, time, and location of the hearing and a summary of the nature of the vehicle parking variance requested. The notice will identify the affected property address and lot number and the name of the property owner or owners who submitted the variance application.

Vehicle parking variance hearing notices will typically be sent at least ten (10) days prior to the date of the variance hearing.

The BTPOA CCC or its designee will send the hearing notice to the property owner who submitted the application by the method specified on the application and by email to all property owners who have provided the BTPOA with their email address and requested notification of membership or board meetings. Mailed hearing notices shall be assumed to have been delivered on the day following mailing.

4.6.2.10.7 Conduct of Vehicle Parking Variance Hearings. No legal or statutory rules of evidence or procedure apply to vehicle parking variance hearings and the hearing board may limit discussion or proceed in any manner or order that it deems appropriate at its sole discretion. The hearing board may tape-record or otherwise transcribe the hearing.

At the vehicle parking variance hearing, the hearing board may consider any written or oral information produced by the property owner or other interested party. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall be sufficient in itself to support a finding.

The hearing board may proceed with the hearing even if the property owner who submitted the application fails to appear or refuses to participate or to submit information.

Legal counsel may represent the property owner so long as the owner gives the Board at least ten (10) days prior written notice, in which case, the Board's attorney may be present as well. Any participant may question any witnesses and examine any documents presented at the hearing.

Vehicle parking variance hearings shall be held in open (public) session. After hearing any information, witnesses, or documents presented at the hearing, the hearing board may elect to enter executive session to discuss the information and testimony presented. All votes by the vehicle parking variance hearing board shall be held in open session.

Approval of a variance shall be at the sole discretion of the variance hearing board, which shall review the hardship and duration information in the written request or in testimony at the hearing, and make any independent investigation the variance hearing board deems necessary.

A vehicle parking variance may not be approved unless the variance hearing board finds that all of the following conditions exist:

- 1) Granting the variance will not
 - a) authorize operation of a use other than private, single-family residential use;
 - b) substantially or permanently injure the use of other properties in Bent Tree;
 - c) alter the essential character of Bent Tree;
 - d) weaken the general purposes of the Bent Tree Covenants; or
 - e) violate the spirit and intent of the Bent Tree Covenants;
- 2) The circumstances leading the applicant to seek a vehicle parking variance are unique to the lot or its owner, and are not applicable generally to lots in Bent Tree or their owners;

- 3) Owing to the temporary circumstances, literal enforcement of the vehicle parking covenants would result in a significant needless hardship; and
- 4) All reasonable screening and garaging alternatives have proven to be unworkable.

Within one (1) week after the vehicle parking variance hearing, the variance hearing board will normally either approve or not approve the variance request. If the variance is granted, the approval may be subject to terms and conditions specified by the hearing board. The variance hearing board’s decision will be made by a majority vote of the variance hearing board members present and a brief summary of the decision, if any, will be sent to the property owner who submitted the application by the method specified on the application. Mailed summaries of decisions shall be assumed to have been delivered on the day following mailing.

If the hearing board fails to act on a vehicle parking variance request within sixty (60) days after the application was delivered, the variance shall be deemed denied.

A summary of the outcome of the vehicle parking variance application may be posted on a publicly accessible portion of the BTPOA web site.

The vehicle parking variance hearing board’s decision shall be final and conclusive on all parties and matters, except for instances of fraud or gross negligence.

In response to a request from a property owner, the Board may elect, at its sole discretion, to reconsider the results of a vehicle parking variance hearing or to reopen a prior variance hearing.

Vehicle parking variances approved pursuant to this policy may be revoked or non-renewed as a result of properties being or becoming not in good standing or not complying with the terms and conditions of the variance as specified by the vehicle parking variance hearing board.

4.6.3 PROHIBITED. Outdoor parking situations other than those described above are prohibited. For example, outdoor parking by multi-month visitors, including college students home for the summer, are prohibited **unless permitted by a vehicle parking variance granted in accordance with Section 4.6.2.10.**

4.7 TRASH CANS

4.7.1 COVENANTS.

- “15 [16 in the Bent Tree IV and V Covenants].. **REFUSE AND RUBBISH:** Rubbish, garbage and other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall be kept at all times in a closed garage or placed in walled-in areas designed to blend in with the house, so that they shall not be visible from other tracts or from public streets. Bottled gas tanks, if any, must be underground, or concealed behind walled-in areas designed to blend in with the house, and may be subject to the approval of the Fire Department. No trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon the premises and visible from public streets or from other tracts within the subdivision.”

5.2.2.5 Fines and Sanctions. Colorado Law (C.R.S 38-33.3-302 (1)k) grants the BTPOA, and in turn the Board, the authority to impose reasonable fines and/or require restitution and/or other enforcement remedies for any violation of the Covenants, Bylaws, or Rules and Regulations. Each incident or each day of a continuing violation may be considered a separate violation for which a reasonable fine may be imposed. The Board may in its discretion impose increased fines for repeated or intentional violations.

Any fine shall be a personal obligation of the property owner and may be recorded against the property creating a lien against the property. The Board may notify any lender or credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine.

Fines will be due and payable within thirty (30) days of the date of the imposed fine, and shall be considered delinquent after the due date. ~~A Collection of delinquent fines will be handled in accordance with Section 5.3. will result in a lien being filed on the property for nonpayment and will bear interest at one and one half (1.5) percent per month, calculated from the date of the fine, as well as any late fees and legal fees or other sums expended by the BTPOA.~~ The Board may suspend the voting rights of the owners/violators for so long as a violation continues or the fines remain unpaid.

Payment of an assessed fine does not relieve the violator from the responsibility of correcting the violation.

Owners shall be jointly and severally liable for violations committed by their family members, contractors, agents, guests, or tenants. The Board may proceed against the owner and the family members, contractor, agent, guest, or tenant, simultaneously or separately, and actions against one shall not bar action against the others. The Board may contact law enforcement authorities, any regulatory or licensing authorities, or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding with covenant enforcement action. Additionally, non-compliance could ultimately result in a lien being placed on the offending property or litigation by the Board or BTPOA members.

The BTPOA Schedule of Fines for commonly occurring covenant violations is in Appendix A. The schedule is not intended to cover all possible violations and there are instances where the amount of fines may vary depending on the circumstances. The amount of the fines are intended to bear a reasonable relationship to the actual harm that is being caused; the potential risk of loss to the BTPOA if compliance does not take place; the costs of investigative demand letters and hearings to ensure compliance; and the cost of remedial measures, if needed.

Any violation shall entitle the Board to recover from the owner or violator or both, its reasonable attorneys fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded. The Board may seek to recover such fees and costs by all legal remedies, including without limitation, charging such fees and costs to the owner's account with the BTPOA.

The Board, in its discretion, may waive fines, attorney fees, court costs, interest and other collection expenses, if, in its reasonable discretion, such waiver is appropriate under the

circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the governing documents.

The Board reserves the right to fine for first violations of rules that involve health or safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice to the owner/alleged violator, the Board reserves the right to levy fines in excess of the schedule in Appendix A, if the Board determines that the fines set forth in the schedule are not likely to provide effective incentives to induce compliance.

All rights and remedies set forth hereinabove shall be in addition to, and not in lieu of, any other rights and remedies which any owner may have to personally enforce the Covenants. All such rights and remedies shall be cumulative, and the exercise of any one or more of such rights and remedies shall not be deemed an election precluding the exercise of any of the others.

5.2.2.6 Board Notification. When requested by the Board, the CCC shall present a status of outstanding covenant violations.

5.2.2.7 Enforcement by Court Action. At the Board's discretion, correction of a violation may be enforced through courts of law or equity; such enforcement may be independent, concurrent, or subsequent to the imposition of fines. The Board may authorize the CCC to contact the Association's attorney for further action and court proceedings related to violations of the Covenants, Bylaws, or Rules and Regulations.

5.2.2.8 Recovery of Expenses and Attorney Fees. In any court action or other proceedings to enforce or defend the Covenants, Bylaws, and Rules and Regulations or otherwise to address a violation by an alleged violator, the BTPOA shall be entitled to assess and recover its expenses, including that of reimbursement for staff, consultant, or subcontractor time and expenses as well as attorney fees and costs against the property owner, alleged violator and/or other party in addition to all other rights and remedies.

5.2.2.9 Substantial Compliance. Technical irregularities or defects in the complaint, notices, or other compliance with these Rules and Regulations shall not invalidate the proceedings or any fine or sanction imposed. This rule shall be liberally construed to ensure prompt, effective, complete enforcement of the Covenants, Bylaws, and Rules and Regulations.

5.2.2.10 Time Limits. Enforcement of the Covenants, Bylaws, or Rules and Regulations is not waived by any prior non-enforcement. The BTPOA may enforce its rights and remedies, including its lien, for a period of up to six years from the date it discovers the violation.

5.3 COLLECTIONS

5.3.1 ASSESSMENTS. The Treasurer shall maintain the financial accounts of the BTPOA and issue invoices for payment of assessments. All annual assessment payments shall become due and payable on January 1st of each year. The BTPOA shall mail an annual notice of dues to each property owner no later than December 10th of each year. A second notice shall be mailed by

January 10th to those owners whose dues have not been received by that date. Owners who do not pay the annual dues by February 1st ~~shall be notified~~ will be sent a default notice in accordance with Section 5.3.6 ~~by certified mail~~ that they will be assessed a late fee of ten dollars per month for February and for each month thereafter that dues are unpaid, ~~and a lien may be filed against their lot or other legal action may be taken.~~ Assessments that are more than three (3) months past due. If 30 days after the default notice is sent, payment has not been received and the property owner has not proposed a payment plan, the matter may be referred to a collection agency or to the BTPOA's attorney for collection, ~~including~~ which may include bringing suit against the property owner, filing a lien against the lot, and ~~other legal action~~ foreclosing on the lien.

5.3.2 FINES. The ~~CCC or the Board~~ Treasurer shall issue invoices for fines ~~and deliver copies of those invoices and any fines received to the Treasurer for recording.~~ Covenant enforcement procedures are defined in Section 5.2 above. A default notice in accordance with Section 5.3.6 will be sent ~~if~~ a fine remains unpaid thirty days after the first invoice is sent, interest on the unpaid balance ~~shall~~ will be added at the rate one-and-one-half (1.5) percent per month. ~~If 30 days after the default notice is sent, payment has not been received and the property owner has not proposed a payment plan, the matter~~ Fines that are more than three (3) months past due, may be referred to a collection agency or to the BTPOA's attorney for collection, ~~including~~ which may include bringing suit against the property owner, filing a lien against the lot, ~~and other legal action~~ foreclosing on the lien.

5.3.3 ORDER OF APPLICATION OF PARTIAL PAYMENTS. Partial payments will be applied first to the oldest amounts due.

5.3.4 RETURNED ITEM FEE. If a deposited item received as payment of an assessment, fine, or other debt to the BTPOA is returned to the BTPOA's bank for any reason, an additional fee equal to the returned item fee charged by the BTPOA's bank for that item will be immediately due.

5.3.5 PAYMENT PLANS. A property owner who owes for unpaid assessments or fines may request in writing to the Board establishment of a six-month payment plan. If approved by the board, additional collection efforts will be suspended so long as the property owner makes timely payments in accordance with the approved plan. Late fees and interest will continue to accrue until the debt is paid in full.

5.3.6 DEFAULT NOTICE. Prior to referring an unpaid debt to a collection agency or to the BTPOA's attorney, a default notice must be sent by certified mail without return receipt and by regular mail with the following information:

- The total amount owed and how that amount was computed.
- The name and phone number of a person the property owner can contact to contest the debt or develop a payment plan.
- A statement as to whether or not the property owner may enter into a payment plan and the terms of such a plan.
- A list of remedies the BTPOA may use to collect the debt.

- A statement that the property owner has 30 days to address the situation prior to the BTPOA referring the matter to a collection agency or to the BTPOA's attorney.

5.3.7 FORECLOSURE. The Board may not foreclose on any lien prior to the debt becoming six month past due and only if a default notice in accordance with Section 5.3.6 has been sent to the property owner. Approval of foreclosure by the Board requires that each director's vote be recorded in the minutes of the Board meeting where that decision is made.

5.4 DISPUTE RESOLUTION

In the event of any dispute involving the BTPOA and an owner, the owner is invited and encouraged to meet with the Board to resolve the dispute informally and without the need for litigation. If the owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the owner's request. Nothing in this policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the BTPOA nor the owner waives any right to pursue whatever legal or other remedial actions available to either party.

5.5 INVESTMENT OF RESERVE FUNDS

The officers and directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the directors and officers reasonably believe to be in the best interests of the BTPOA in accordance with the Colorado Revised Nonprofit Corporation Act.

Reserve studies shall be conducted when requested by the Board or the owners of at least one-third of the BTPOA properties. Internally-conducted reserve studies shall be sufficient.

5.6 FINANCIAL RECORDS, REVIEWS, AND AUDITS

5.6.1 BOOKS, FINANCIAL RECORDS, AND FINANCIAL REPORTS. The BTPOA's books, financial records, and financial reports shall be prepared using a cash or modified accrual basis and shall be accurate and complete. At least monthly, a financial report (usually the balance sheet and profit and loss statement) shall be given at a Board meeting along with a print-out of the check register, or line items identified as coming from the check register and the latest bank statements.

5.6.2 REVIEWS. At least once every three (3) years, BTPOA's books and financial records shall be reviewed by an independent and qualified person or persons selected by the Board. The person or persons conducting the review shall be selected by the Board. A review must also be performed if requested by the owners of at least one-third of the BTPOA properties.

5.6.3 AUDITS. Audits of the BTPOA books and financial records must be performed using generally accepted auditing standards by a CPA selected by the Board. An audit must be performed when requested by the Board or the owners of at least one-third of the BTPOA properties.

- Added to Section 5.11.2 (Elections) that the Board may reject votes, proxies, or ballots it believes to be invalid.
- Added Section 5.13.5 (Recordings).
- Added Section 5.14 (Questions of Construction).
- Added Appendix B (Document Request Form) and added in Section 5.7.3 a requirement to use the form.

Version 9 was adopted by the Board January 10, 2012

- Added Section 4.10 (Animals).
- Deleted provision in 4.6.2.6 (Vehicle Parking, Permitted, Overnight Visitors) for granting permission for extended stays by overnight visitors.
- Added Section 6 (Property Owner Responsibilities).
- Appendix A (Schedule of Fines): Added item for failure to file forest inspection documentation.
- Added Appendix C (Certification of Tree Removal)

Version 10 was adopted by the Board March 12, 2013

- Revised Section 5.2.2.3 (Notices) to include procedures for second notices and adjust and clarify the timetable for notices,
- Revised Section 5.2.2.4 (Hearings) to clarify the process and criterion for selecting hearing board members.

Version 11 was adopted by the Board December 10, 2013

- Added missing words in Section 4.6.2.1 (Emergency Vehicles).
- Revised Section 4.6.2.8 (Vehicles Blocked from Garage for Longer Periods) to cover moving out as well as moving in and to reference Section 4.6.2.10 (Vehicle Parking Variances).
- Added Section 4.6.2.10 (Vehicle Parking Variances).
- Revised Section 4.6.3 (PROHIBITED) to reference Section 4.6.2.10 (Vehicle Parking Variances).
- Revised Section 5.2.2.5 (Fines and Sanctions) to reference Section 5.3 (COLLECTIONS).
- Revised Section 5.3 (COLLECTIONS) to comply with HB13-1276.
- Added Appendix D (Bent Tree Property Owners' Association Vehicle Parking Variance Application Form).

Appendix D:
Bent Tree Property Owners' Association Vehicle Parking Variance Application Form

**Bent Tree Property Owner's Association
APPLICATION FOR VEHICLE PARKING VARIANCE**

Lot No.: _____ Address: _____

Reason for parking variance – Please relate your reason to criteria 1 through 4 in Section 4.6.2.10.7
(if a medical condition or disability is involved, please provide those details separately):

Parking variance required from (date) until (date or event): _____

Descriptions and license numbers of the vehicle or vehicles and where on the lot they will be parked:

I certify that the above information is accurate to the best of my knowledge and authorize the BTPOA to publish or otherwise distribute this form or any of the information on this form as it sees fit.

Signature of Property Owner(s): _____ Date: _____

Printed Name of Property Owner(s): _____

Telephone: _____ Email: _____

May the BTPOA disclose your telephone number and email address? Yes No

Method of Notification: Email or Regular Mail Address _____

Variance Hearing Board Action

Approved Not Approved Signed: _____ Date: _____

Hearing Board Findings: _____

Terms and Conditions: _____