

Hello New Home Owner,

Congratulations on the purchase of your new home and welcome to Buffalo Creek! The Buffalo Creek Board of Directors is made up of homeowners just like you who volunteer their time and energy to the community. Our primary goals are to keep our neighborhood safe and beautiful, as well as an enjoyable place to live. We utilize bi-annual newsletters and emails to keep Buffalo Creek homeowners informed and up-to-date. Homeowners are also encouraged to attend our monthly meetings. Our website, www.BuffaloCreekHOA.com will give you access to detailed information about Buffalo Creek's Residential Improvement Guidelines, Homeowner Fees, governing documents and more. Contact Buffalo Creek Management for questions and to update contact information.

Again, welcome to the neighborhood!

The Board of Directors
Buffalo Creek Homeowners Association

Management and Dues

HOA Dues are $720.00 annually with an Automated monthly payment plan option outlined below.

Payments: Please fill out the Automated Clearing House (ACH) form for auto payments and return to management as soon as possible, unless you want to make annual payments.

Buffalo Creek Management
PO Box 1182
Wellington, CO 80549
Tim Singewald
Phone: 970-568-3170
singewald@aol.com

Website: www.BuffaloCreekHOA.com

Architectural Review Guidelines (ARC)

As a new resident you may be considering some alternations or improvements to the exterior o your house or yard. Please visit the Buffalo Creek website to review the requirements necessary to make improvements to your home.

Utility Contacts

Water – Town of Wellington, 970-568-3381
Gas – Black Hills Energy, 888-890-5554
Electric – Xcel Energy, 800-895-1999

Mail

Please visit the Wellington Post Office located at 3829 Cleveland Avenue to obtain your mailbox number and extra keys. You'll need proof of ownership.

Trash Service

Trash containers should come with your house. Monthly dues include trash and recycle pickup service. If you would like to include lawn clipping pickup and/or upgrade your trash container you may do so at your own expense. Homeowners who become delinquent in the payment of Assessments and/or Fines could have this and other HOA services suspended until corrected.

Buffalo Creek HOA will not cover replacement of lost or stolen trash containers. Each container is numbered and associated with a unique street address.

Contact ARC: arc@buffalocreekhoa.com	Please visit the RMS website for information regarding regular and Holiday trash pickup schedule. **https://www.ramwastesystems.com/**

Buffalo Creek HOA

Annual Meeting of Homeowners
January 8, 2026

Registration begins at 6:00 pm Meeting 6:30 pm to 7:30 pm
Leeper Center, 3800 Wilson Ave.

I. Call Meeting to Order
II. Establish Quorums – Board and Homeowners
III. Introduce the Board
IV. Presidents Report
V. Management Reports
   a. Previous Homeowners Meetings – January 9, 2025 - discussion
   b. Review Annual Financial Statements
   c. 2026 Budget - discussion
VI. Homeowners Addressing the Board on Non-Agenda Items (3-minute limit)
VII. Nomination of Board Members - Election
VIII. Next Annual Homeowner Meeting – January 14, 2027 - 6:30 pm - Leeper Center
IX. Adjournment

- -

PROXY

KNOW ALL PERSONS that the undersigned, being the owner(s) of a lot(s) in the Buffalo Creek Homeowners Association, hereby constitute(s) and appoint(s) Pat Cordova, President, Buffalo Creek Homeowners Association, or

(_____ _____)
(The insertion of name above shall constitute a designation of the person named as Proxy)

as the undersigned's true and lawful attorney for the undersigned and in the undersigned's name, place and stead to vote as the undersigned's Proxy at the January 8, 2026 Annual Meeting of the Buffalo Creek Homeowners Association to be held at 6:30 pm or at such other day and time as the Special meeting may thereafter be held by adjournment or otherwise, according to the number of votes the undersigned now or then is entitled to cast: hereby grants the attorney full power and authority to act for the undersigned and in the undersigned's name at the meeting or meetings in the transaction of such business as may come before the meeting as fully as the undersigned could do if personally present, with full power of substitution and revocation; and hereby ratifies and confirms all that the attorney or substitute may do in the undersigned's name, place and stead. NOTE; Proxies need to be mailed in so as to be received by January 6, 2025 to, Buffalo Creek HOA, PO Box 1182, Wellington, CO 80549, or emailed to; singewald@aol.com or pat.cordovabchoa@gmail.com

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this ____ day of _____, 2025/26.

_____
(Print Name)

_____ _____
(Signature of homeowner) (Address)

Buffalo Creek HOA - Annual Newsletter

December 2025

Dear Buffalo Creek Homeowner,

On behalf of the Buffalo Creek Homeowners Associations' Board of Directors, this letter is to notify you of the Upcoming Annual Meeting of the Buffalo Creek at Wellington Homeowners Association (Buffalo Creek HOA) which will be held on **Thursday January 8, 2026, @ 6:30 pm. at the Leeper Center**, 3800 Wilson Ave. Registration begins at 6:00 pm.

2025 Annual Meeting: The Board of Directors will adhere to the Procedures for Conducting Meetings as adopted on January 1, 2006. If you wish to address the assembly, you will need to register prior to the start of the meeting. Upon the start of the meeting the list of homeowner topics will be delivered to the HOA President/Chair. During the "Address the Board on Non-Agenda Items", the Chair will call on the homeowner for the comment. Comments have a three-minute limit. Each Homeowner has the right to talk without interruption. The Board may elect to reply or take the information for later consideration. "Sign In" will begin at 6:00 pm and the meeting starts at 6:30 pm. You will need to sign in with your name and address. ***We are required to determine that voting members and those represented by proxy are of good standing (current – not delinquent on their account).***

Your Board of Directors: Pat Cordova - President, Dan Sattler– Vice President & Secretary, Ted Craig – Treasurer, and John Mueller – Member at Large.

Annual Disclosure:

1) Buffalo Creek HOA is a Common Interest Community; the Declarations were recorded 5/20/2003, under Reception Number 2003-0061450.
2) All documents can be found on our website: www.buffalocreekhoa.com
3) The fiscal year for the Buffalo Creek HOA is January through December.
4) During the 2026 fiscal year all homes will be assessed $720.00 in Dues. Homeowners have the choice of Annual Billing in December, or monthly Automated Clearing House (ACH) payments.
5) Buffalo Creek Insurance Coverage is through American Family Insurance Company. Joseph Unruh is our Agent, address: 3011 W 10th St #112 Greeley, CO 80634 (970) 353-1533.
6) The address of Buffalo Creek Management is PO Box 1182, Wellington, CO 80549 and the telephone number is (970) 568-3170. Buffalo Creek Management is managed by Tim Singewald. Email: singewald@aol.com Buffalo Creek Management is also insured through American Family Ins. Co.

2025 Year in Review:

- The 2025 year started off with our new trash provider Ram Waste. We think this was a great move. This past year Republic Trash had monthly issues where at least once a month they had to miss pickup service due to "Driver constraints". One time they had to cancel the weekly pickup claiming they would accept addition trash if needed on the next scheduled pickup day.
- We noticed that the heater in the pump house broke down and needed to be replaced. This may have caused an issue with the System's water filter controller, and it too had to be replaced this spring during the start up.
- We had a lot of homeowners that had issues with weeds this past year. A pre-emergent could be applied in the early spring and could help a lot on weed growth. Weeds do need to be addressed on a regular schedule, and the pre-emergent could help you deal with explosive weed growth.
- During the startup of the HOA irrigation system, we found a lot of damage to the irrigation water lines due to the Xfinity/Comcast fiber optics install. They refused to make the repairs as they had promised at the start, so we had them fixed and sent them the bill which they refused to pay. The Board elected to turn it over to our attorney for collection, and long story short, we received payment for the repairs.
- We also had to replace a roof on one of our Well houses along the north sidewalk.

- During our analysis and work on the 2026 Budget, the Board felt very comfortable keeping our dues the same for the 2026 year. The Ram Waste contract saved us a lot of money, and we were able to operate 2025 without any huge unforeseen costs. Dues for 2026 will remain at $720.00 or $60.00 per month by ACH.
- The Zak George landscape contract came up for renewal this year and the Board voted to renew their contract for another 3 years based on the historic annual increases, basically reflecting cost of living increases.
- This year's fence project covered the fence along the north side of Stampede down and around onto Buffalo Creek Parkway to Crazy Horse. About 220 broken pickets were removed and replaced.
- This fall we removed about 20 dead and/or dying trees which will be replaced next spring. We know we will need to remove more trees come spring and are planning to get those replaced also.

Board Members: Michael Katalenic resigned his position a few months early this past year. He was very helpful on many issues that came before the Board, and he was missed this past fall. His term was up this year, and he needed to leave a few months early. We thank him for all the time he donated to the HOA. Also, John Mueller's term is up this year, and he will be done after the Annual Homeowners meeting in January 2026. John has been a great help to the running of the HOA. We thank both of these homeowners for taking time to help our HOA. We will have 2 Board positions open come January 2026. If you have an interest in getting involved as a Board Member and you would like more information on what is required, please contact our Management Company. If you want to be considered and, on the ballot, again, please notify our Manager.

Trash Removal: Ram Waste has asked that we put out a notice that trash cans should be placed out in the street drain area for collection day. HOA Guidelines allows homeowners to put out their trash cans the night before if needed, but all trash cans must be removed and stored out of sight that evening. Ram offers yard waste removal that you can set up with them.

2026 Possible Projects: Starting in the Spring of 2026 we will be removing a few more trees and planting new ones. We expect to plant 20 or more trees. We will also continue our fence maintenance program. We try to stain and repair 20% of the perimeter fence each year.

Reserve Requirements: Colorado law requires HOA's to maintain a Reserve based on a percentage of their assets, the types of assets and the age. Buffalo Creek has met and maintains our required Reserve for replacement, and repairs. The Reserve goal and balance is noted on the Budget sheet.

ARC Requests: Any change to the exterior of your house, property, and landscaping needs to have Architectural Review Committee (ARC) approval. Give us a few weeks prior to your project to get the approval process completed. Dumpsters require a variance stating size, dates of delivery and pick up. All dumpsters require placement in the driveway.

Go to the website: www.buffalocreekhoa.com, find the ARC form, fill it out and email or mail it back to the ARC Committee, arc@buffalocreekhoa.com and send a copy to the HOA Manager; singewald@aol.com (Sometimes the website does not forward the email to ARC members and we want to strive to be timely in response.) The ARC committee will go over your request to make sure that everything falls within the HOA Covenants and Site Restrictions. (This is our way of helping make sure that you do not end up investing time and money in a project that is not allowed under HOA guidelines.) The ARC Committee is there to help you so you do not have to read through a hundred pages of documents to determine if your project is approvable.

Snow Removal: Every year there are questions about snow removal requirements. The landscape company has contracted for the snow removal of the HOA Common Area sidewalks. The Town does the snow removal on the streets. Homeowners are required to remove the snow on their sidewalk along their property within 24 hours of the snow fall.

Home Sales: Currently it looks like we have about 12 homes listed for sale in the HOA with contracts on 4 of them waiting to close. In 2024 we had 12 homes sold. In 2025 we had 22 homes sold, with 11 of those in the last two months. Average sales prices look fairly strong at $482,700.00.

Congratulations: We hope you were able to attend a High School football game this year. Congratulations to our Wellington High School who took State in the Class 2A High School Championship beating Elizabeth, Colorado (35-0). After 11 games the Wellington Eagles scored a total of 475 points, giving up 55. (One game was a forfeit so they only got 2 points in their win column.) Even with that 2-point game, they averaged outscoring their opponents about 40 points a game. Great job Eagles. We are so proud of our new High School. Get out and enjoy a game next year, it's a good time.

Buffalo Creek HOA
Financials and Budget

	A	B	C	D	E	F
1		2024	**2025**		2025	**2026**
2		**Year End**	**Budget**		**Year End**	**Budget**
3		12/31/2024			12/31/2025	
4	**INCOME**					
5	Homeowners Assessments	**312,480.00**	**$312,480.00**		**312,480.00**	**$312,480.00**
6	Interest Savings	**22,594.48**	**18,000.00**		**22,027.12**	**18,000.00**
7	Late Fee	**2,100.00**	**2,000.00**		**1,660.00**	**2,000.00**
8	Fines	**13,650.00**	**15,000.00**		**8,429.76**	**12,000.00**
9	Legal	**3,568.39**	**4,000.00**		**1,372.00**	**4,000.00**
10	Other	**3,580.00**	**4,000.00**		**3,020.00**	**4,000.00**
11						
12	**TOTAL INCOME**	**357,972.87**	**355,480.00**		**348,988.88**	**352,480.00**
13	**EXPENSES**					
14	Audit / Tax Consulting	**600.00**	**350.00**		**400.00**	**450.00**
15	Bank Charges	**1,005.54**	**1,100.00**		**987.46**	**1,100.00**
16	Insurance	**5,092.13**	**5,500.00**		**5,910.00**	**6,500.00**
17	Legal - Other	**223.00**	**5,000.00**		**939.00**	**5,000.00**
18	Legal - Collections	**3,568.39**	**4,000.00**		**1,314.00**	**4,000.00**
19	Management Fees	**49,800.00**	**53,400.00**		**53,400.00**	**53,400.00**
20	General Office	**4,681.28**	**3,800.00**		**3,413.44**	**3,800.00**
21	Postage	**2,833.99**	**3,000.00**		**2,720.73**	**3,000.00**
22	Landscape Maintenance	**71,090.00**	**73,935.00**		**73,935.00**	**77,630.00**
23	Landscape Extras	**724.03**	**2,500.00**		**0.00**	**2,500.00**
24	Pond Maintenance	**1,499.93**	**2,000.00**		**1,608.68**	**2,000.00**
25	Snow Clearing	**882.00**	**5,500.00**		**2,891.00**	**5,500.00**
26	Sprinkler Repair	**13,468.70**	**15,000.00**		**12,049.82**	**15,000.00**
27	Flower Beds	**900.00**	**1,300.00**		**1,500.00**	**1,500.00**
28	Tree Maintenance	**4,905.00**	**6,000.00**		**8,775.00**	**6,000.00**
29	Tree Replacement	**4,680.00**	**25,000.00**		**4,320.00**	**25,000.00**
30	Fence Maintence	**25,312.41**	**15,000.00**		**15,987.00**	**15,000.00**
31	Pump House	**5,452.88**	**2,000.00**		**1,728.69**	**2,000.00**
32	Electricity/Irrigation Pumps	**3,924.87**	**4,500.00**		**4,167.88**	**4,500.00**
33	Property/Income Taxes	**8,167.00**	**8,000.00**		**8,544.00**	**9,000.00**
34	Miscellaneous / Maintenance	**23.39**	**1,000.00**		**550.00**	**1,000.00**
35	Trash Removal	**93,709.28**	**95,306.40**		**93,327.36**	**100,071.00**
36						
37	**Total Operating Expenses**	**302,543.82**	**333,191.40**		**298,469.06**	**343,951.00**
38						
39	**Profit / Loss**	**55,429.05**	**22,288.60**		**50,519.82**	**8,529.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amber Foley	
Unruh and Associates LLC 3011 W 10th St, Ste 122 Greeley, CO 80631	PHONE (A/C, No, Ext): 970-340-7057	FAX (A/C, No):
	E-MAIL ADDRESS: afoley1@amfam.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Buffalo Creek Homeowners Association PO Box 1182 Wellington, CO 80549	INSURER B : Philadelphia Insurance Companies	18058
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2723050-001	10/27/2026	10/27/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Association Liability Coverage			0250878408	10/27/2026	10/27/2027	Limit	$1,000,000
							Retention	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy PHPK2723050-001 includes Property coverage with a limit of $133,776, subject to a $2,500 deductible. Hired and Non-Owned Auto Liability coverage also included with $1,000,000 limit. Policy PHPK2723050-001 includes Crime coverage with limits of $5,000, subject to a $500 deductible.

CERTIFICATE HOLDER

Buffalo Creek Homeowners Association
PO Box 1182
Wellington, CO 80549

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amber Foley

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BUFFALO CREEK

AT WELLINGTON

www.buffalocreekhoa.com

RESIDENTIAL

IMPROVEMENT GUIDELINES

AND

SITE RESTRICTIONS

Approved: June 30, 2003; April 11, 2013; September 11, 2014; May 14, 2015; July 9, 2015; May 12, 2016; May 11, 2017; June 13,2019; September 9, 2021

Revised: February 9, 2023

(Guidelines subject to change without notice)

These Residential Improvement Guidelines have been prepared by the Architectural Review Committee of the Buffalo Creek Homeowners Association. The Architectural Review Committee reserves the right to add to or modify these guidelines at its discretion. Please check with the Architectural Review Committee to be certain that you have the latest edition.

Contents

I. INTRODUCTION. 1

1.1. Basis for Guidelines 1

1.2. Contents of Guidelines 1

1.3. Architectural Review Committee 1

1.4. Committee Address and Phone 1

1.5. Effect of Covenants and Resource Management Plan 2

1.6. Effect of Governmental and Other Regulations 2

1.7. Utilities 2

1.8. Goal of Guidelines 2

II. SPECIFIC TYPES OF IMPROVEMENTS - GUIDELINES. 3

2.2. Accessory Buildings 3

2.3. Additions and Expansions 3

2.4. Advertising 3

2.5. Air Conditioning Equipment 3

2.6. Antennae 4

2.7. Basketball Backboards (Portable and Permanent) 4

2.8. Boats 4

2.9. Building Code 4

2.10. Building/Construction Plans 4

2.10.1. General 4

2.10.2. Submittal Fee 4

2.10.3. Construction Drawings Submittal 5

2.10.4. Landscaping Plans 5

2.10.5. Review and ARC Action 5

2.11 Car Covers or Carports 6

2.12 Chicken Coops 6

2.12.1 Shelter 6

2.12.2 Outdoor Enclosure 6

2.12.3 Structure Requirements 6

2.12.4 Upkeep 6

2.12.5 Enclosed Yards Only 6

2.13 Clothes Lines 6
2.14 Colors 6
2.14.1 Changing Colors 6
2.14.2 Duplicate Color Schemes 7
2.15 Commercial and/or Oversized Vehicles 7
2.16 Decks and Porticos 7
2.17 Dog Houses, Runs, and Pet Enclosures 7
2.18 Drainage 7
2.19 Driveways 7
2.20 Elevation Treatments 7
2.21 Entrances (Front) 7
2.22 Evaporative Coolers 7
2.23 Exterior Lighting 7
2.24 Fences 8
2.24.1 Stain and Design 8
2.24.2 Fence of ½-Acre Lots 8
2.24.3 Work Permit 8
2.24.4 Fence Design 8
2.24.5 Fence Responsibility 8
2.25 Fireplaces 8
2.26 Flagpoles 8
2.27 Foundations 8
2.28 Gardens 9
2.29 Hot Tubs 9
2.30 Junk Vehicles 9
2.31 Lattice Work 9
2.32 Lights and Lighting 9
2.33 Overhangs (Cloth or Canvas) 9
2.34 Painting 9
2.35 Patio Covers 9
2.36 Patios (Enclosed) 9
2.37 Patios (Open) 9

2.38 Paving 9
2.39 Play and Sports Equipment 9
2.40 Playhouses 9
2.41 Pools 10
2.42 Radio Antennae 10
2.43 Roofs 10
2.44 Rooftop Equipment 10
2.45 Satellite Dishes 10
2.46 Sauna 10
2.47 Seasonal Decorations 10
2.47.1 Christmas Decorations 10
2.47.2 Music 10
2.47.3 Removal 10
2.47.4 Roof Figures 10
2.47.5 Non-Offensive 11
2.48 Setbacks 11
2.49 Sheds, Storage Units and Green Houses 11
2.49.1 Classification and Intent 11
2.49.2 Front Yard 11
2.49.3 Setback 11
2.49.4 Size and Material Specifications 11
2.49.5 Landscaping 11
2.49.6 Site Plan 11
2.49.7 Large Lots – 11
2.49.8 Green Houses - 11
2.50 Siding (Exterior Facade) 12
2.51 Signs 12
2.52 Snow Removal 12
2.53 Solar Energy Devices 12
2.53.1 Appearance 12
2.53.2 Colors 12

2.53.3 Placement 12
2.53.4 Panel Mounting 12
2.53.5 Electrical Blueprint 13
2.53.6 Additional Restrictions 13
2.54 Spas 134
2.55 Square Footage 134
2.56 Statues 134
2.57 Swamp Coolers 134
2.58 Swing Sets 134
2.59 Television Antennae 134
2.60 Temporary Structures 134
2.61 Temporary Vehicles 134
2.62 Trailers 134
2.63 Trees 134
2.64 Vehicles 14
2.65 Vents 14
2.66 Walls (Retaining) 14
2.67 Wells 15
2.68 Yard Maintenance 15
2.69 Xeriscape 15

RESIDENTIAL IMPROVEMENT GUIDELINES
AND SITE RESTRICTIONS FOR BUFFALO CREEK

I.INTRODUCTION.

1.1. **Basis for Guidelines** – These Residential Improvement Guidelines and Site Restrictions ("Guidelines") are intended to assist homeowners in Buffalo Creek in the design of their homes, landscaping, and other improvements to their property as provided for in the Covenants and to list the rules and regulations adopted by the Homeowners Association with respect to the use of residential sites.

THE COVENANTS FOR BUFFALO CREEK
REQUIRE APPROVAL FROM THE ARCHITECTURAL REVIEW COMMITTEE
BEFORE
ANY IMPROVEMENT TO PROPERTY IN BUFFALO CREEK COMMENCES.

"Improvement to Property" is very broadly defined in the Covenants. For instance, an "Improvement to Property" could include any landscaping or change of the grade of property; the construction or installation of any accessory building, patio, deck, pool, or hot tub; the demolition or removal of any building or other improvement; and any change of exterior appearance of a building or other improvement. In order to assist homeowners, the Covenants authorize the Architectural Review Committee ("ARC") to establish guidelines, to establish certain pre-approved designs for several types of improvements to property, and to exempt certain improvements to property from the requirement for approval. This booklet contains the guidelines established by the ARC with respect to residential property. Throughout this document, the term "Property" shall refer to a residential site. The term "written approval" includes both paper and email-based notification of communications.

1.2. **Contents of Guidelines** – In addition to the introductory material, these Guidelines contain: (a) a listing of specific types of improvements, which homeowners might wish to make with specific information as to each of these types of improvements; (b) rules and regulations applicable to residential sites; and (c) a summary of procedures for obtaining approval from the ARC.

1.3. **Architectural Review Committee** – The ARC consists of not more than three (3) persons who are appointed by the Board of Directors.

1.4. **Committee Address and Phone** – The address of the ARC will be the same as the address of the Management Company for the Homeowners Association. The present address of the ARC is Buffalo Creek HOA, Buffalo Creek Management LLC, PO Box 1182, Wellington, CO 80549 Phone: (970) 568-3170 Management Email: singewald@aol.com ARC Email; arc@buffalocreekhoa.com

1.5. Effect of Covenants and Resource Management Plan – The Declaration of Protective Covenants, Conditions and Restrictions for Buffalo Creek and applicable Supplemental Declarations (jointly "Covenants") govern property within Buffalo Creek. Real estate will become part of the Homeowners Association by annexation pursuant to a supplemental declaration. Copies of the Covenants are delivered to new homebuyers when they purchase their homes and are available at any time, on the Website (www.buffalocreekhoa.com), or at the ARC office. Each homeowner should review and become familiar with the Covenants. Nothing in these Guidelines can supersede or alter the provisions or requirements of the Covenants and, if there is any conflict or inconsistency, the Covenants shall control. Provisions relating to the use of Property and to improvements to Property are found in the Covenants.

1.6. Effect of Governmental and Other Regulations – Use of Property and improvements to Property must comply with applicable building codes and other governmental requirements and regulations. Approval by the ARC will not constitute assurance that improvements comply with applicable governmental requirements or regulations or that a permit or approvals are not also required from applicable governmental bodies. For general information about Town of Wellington requirements, homeowners may write or call the Town of Wellington. (970) 568-3381

1.7. Utilities – In making improvements to Property, homeowners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Homeowners should not construct any improvements over such easements without the consent of the utility involved and homeowners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting the following entities:

Call in locates – Colorado	**811**
CenturyLink (Telephone)	**1-800-244-1111**
Xcel Energy (Electric)	**1-800-895-4999**
Black Hills Energy (Gas)	**1-888-890-5554**
Town of Wellington Water & Sewer	**1-970-568-3381**

1.8. Goal of Guidelines – Compliance with these Guidelines and the provisions of the Covenants will help preserve the inherent architectural and aesthetic quality of Buffalo Creek. It is important that the improvements to Property be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation with the ARC and neighbors will go very far in creating an optimal environment, which will benefit all homeowners. By following these Guidelines and obtaining approvals for improvements to Property from the ARC, homeowners will be protecting their financial investment and will help ensure that improvements to Property are compatible with standards established for Buffalo Creek. If questions arise as to the correct interpretation of any terms, phrases, or language contained in these Guidelines, the ARC's interpretation thereof shall be final and binding.

II.SPECIFIC TYPES OF IMPROVEMENTS - GUIDELINES.

2.1. **General** – Following is a list of restrictions and improvement guidelines.

UNLESS OTHERWISE SPECIFICALLY STATED,
DRAWINGS OR PLANS FOR A PROPOSED IMPROVEMENT
MUST BE SUBMITTED TO THE ARC
AND
WRITTEN APPROVAL OF THE ARC OBTAINED
BEFORE
THE IMPROVEMENTS ARE MADE.

(Submittal form is available on Website)

Most changes to the exterior of your property requires an ARC Improvement Request form to be filled out and submitted to ARC for approval. ARC Improvement Request forms should receive a response back within 30 days, however if you do not get a response back within 5 days, please send a follow up email confirming that ARC did receive your request. Complicated issues which need to go to the Board, or the Homeowners at an Annual Homeowners meeting will take longer. If you do not receive notice back in 30 days, you should consider this as a non-approval.

Failure to Gain ARC Approval – For improvements requiring ARC approval, failure to follow proper procedure in obtaining approval will result in the following: Immediate issuance of a $100 fine and a letter informing the Homeowner that they have embarked upon an improvement that requires approval from the ARC and are currently in violation. That they need to stop all work and contact the ARC before proceeding any further. It will also advise them that they have fourteen (14) days to come into compliance or the standard fine schedule will apply, beginning with a cumulative $50 fine on the fifteenth (15th) day and proceeding from there. The ARC reserves the right to address every situation on a case-by-case basis. Should approval ultimately be denied, it is the responsibility of the Homeowner to return the property to its original condition and any costs of reversing/removing a denied project is the sole responsibility of the Homeowner

2.2. **Accessory Buildings –** Not permitted unless approved by the ARC. (See Sheds and Storage Units)

2.3. **Additions and Expansions –** ARC approval required. Additions or expansions to homes will require submission of detailed plans and specifications. (See also Building Plans).

2.4. **Advertising –** See Signs.

2.5. **Air Conditioning Equipment –** Air conditioning equipment, swamp coolers, and evaporative coolers shall be installed in the side or rear yard, be screened from view of adjacent property owners, and installed in such a way that any noise to adjacent properties is minimized. Installation of air conditioning equipment on the roof the house or through the wall of the house is not permitted. Air

conditioning in a window of the house, swamp coolers, and evaporation coolers are permitted, but must be approved by the ARC; they cannot face the front of the house. When possible, steps should be taken to reduce the visibility of the window-based air conditioner, swamp cooler or evaporative cooler from the view of the front of the house.

2.6. Antennae – Not permitted. No exterior radio antennae, television antennae or other antennae may be erected. Satellite dishes are allowed provided they do not exceed 24" in diameter and placement of such satellite is approved by ARC (See also Satellite).

2.7. Basketball Backboards (Portable and Permanent) – ARC approval is required for pole or garage mounted backboards. "Rear" and "side" yard pole mounted basketball backboards may be approved based upon, but not limited to, the following considerations:

- Proximity of goal to the property lines
- Proximity to the neighbor's living area
- Landscaping and vehicles.

Free standing, portable basketball hoops may be used, but when not in use, no portion of the basketball hoop, net, can cover, or encroach upon the street or sidewalk for a height of eight (8) feet. When not in use it is advisable to lay down portable basketball backboards that are left close to the street or sidewalk so they do not blow over in the wind.

All types of basketball boards must be well maintained, with no broken glass or boards, and must be neatly painted (if appropriate).

2.8. Boats – See Vehicles.

2.9. Building Code – All residential structures must conform to the applicable building code of the Town of Wellington. Approval by the ARC of plans does not imply compliance with any building code or ordinances. The owner and builder shall be required to obtain a building permit from the Town of Wellington and obtain the necessary inspections for a Certificate of Occupancy.

2.10. Building/Construction Plans

2.10.1. General – The review and plan submittal procedures have been written to accommodate the most complex conditions that may exist in the variety of construction activities. Procedures may be waived, or certain listed submittal items may not be required by the ARC. The ARC should be consulted to determine what information would be required for review by the ARC.

2.10.2. Submittal Fee – The ARC reserves the right to pass on all fees they are required to pay to obtain professional review opinions.

2.10.3. Construction Drawings Submittal – All construction drawings should be approved by the ARC prior to submittal to the Town of Wellington for a building permit and prior to any construction. Two sets of construction drawings are required to be submitted to the ARC. Each set should consist of:

- Size and square footage of finished space, including floor plans.
- Exterior elevations.
- Exterior colors and samples of exterior materials.
  - All colors must conform to the requirements of the ARC.
  - Colors must be selected from approved colors.
  - The general rule is the trim color shall be lighter in color than and an accent to the base color.
- Shingles shall be weathered wood color only.
- Such plans must demonstrate that the improvements are in harmony with the design of the surrounding structures.
- Plot layout with respect to topography, grade, and drainage in relation to existing dwellings and drainage.

2.10.4. Landscaping Plans – Landscaping plans must be submitted prior to commencement of landscaping. Plans must depict fences, decks, sod, seeded areas, retaining walls, rock, railroad ties, sprinkler system plan, sizes, and species of nursery material, and include drainage and grading plan showing any drainage improvements.

Other requirements are as follows:

- Plans must include a timetable for starting and completing of the landscape and provided in writing within 30 days of the completion of the residence.
- Homeowner must notify ARC when project is complete.
- A minimum of 1200 square feet of the total yard will consist of non-irrigated material such as rock, mulch, bark, or other non-irrigable materials.
- A minimum of 2000 square feet of the total yard will consist of irrigated sod, not to exceed 2900 square feet, or drought tolerant vegetative landscape.
- The Town of Wellington has requirements for landscaping and types of trees acceptable for the front and back yards of individual lots. The Town should be consulted prior to ensure compliance with Town ordinances.

2.10.5. Review and ARC Action – Following the review, the ARC shall:

- Approve or disapprove the plans as required by the Covenants, in writing, on the builder's or owner's set of plans and specifications.
- Failure of the ARC or designated representative to approve or disapprove plans and specifications within 30 days of submittal shall be interpreted as disapproval. Deemed approval shall only apply when matters specifically and sufficiently described in plans and specifications are submitted to, and received by, the ARC and are in full compliance with the Covenants and Guidelines.

- All buildings and improvements shall follow the letter of the plans and specifications submitted and approved by the ARC. **Any changes to approved plans will require the re-submission and additional approval of the ARC.**
- ARC may formulate or adopt guidelines for the assistance or clarifications of the items set forth in the Covenants.
- Approval for one Property does not imply approval for any other Property without the submission of plans and specifications and written approval from the ARC.

2.11 Car Covers or Carports – Not permitted.

2.12 Chicken Coops – An owner or tenant may keep up to six (6) chicken hens. Keeping roosters or more than 6 chicken hens is prohibited.

2.12.1 Shelter – The chickens must be provided with a covered, properly ventilated, predator-resistant chicken coop.

2.12.2 Outdoor Enclosure – The chickens must have access to an outdoor enclosure that is adequately fenced to protect them from predators.

2.12.3 Structure Requirements – Chicken Coops must be less than six feet (6') in height at the peak, and less than 120 square feet of interior floor space. Basic design, materials, and colors must match the residence, and must be incorporated into, and at least partially screened by the landscape features. Premanufactured chicken coops can be used but require ARC approval.

2.12.4 Upkeep – The chicken coop and outdoor enclosure shall be regularly cleaned to control dust, odor, and waste and not constitute a nuisance, safety hazard, or health problem to surrounding properties

2.12.5 Enclosed Yards Only – Chicken Coops are only allowed on properties with fence-enclosed backyard

2.13 Clothes Lines – Retractable clothes lines are allowed but must be retracted when not in use and require ARC approval prior to installation.

2.14 Colors – All colors and color combinations must be selected from the pre-approved colors scheme or a comparable color scheme approved by the ARC (pre-approved color list is available on the HOA website).

2.14.1 Changing Colors – Repainting when existing color is changed shall require **prior approval** by the ARC. All projections including, but not limited to, chimney ties, vents, gutters, down spouts, utility boxes, porches, railings, and exterior stairways shall closely match the permanent color of the surface from which they project or shall be of an approved trim color.

2.14.2 Duplicate Color Schemes – Shall not be allowed on adjacent lots or lots across the street from each other. The general guidelines to follow when selecting colors is to make the trim color a lighter accent to the darker base color.

2.15 Commercial and/or Oversized Vehicles – A commercial vehicle is defined as, but not limited to, a vehicle or trailer that has a business name or logo and/or has equipment attached to or is used for the purpose of providing services to an individual or corporation. No vehicle, whether commercial or oversized, shall be parked in such a manner that it blocks the sidewalk. Only one commercial vehicle per lot is allowed. Commercial pickups and vans cannot exceed one-ton capacity. Commercial vehicles cannot exceed 10,000 pounds Gross Vehicle Weight Rating. Neither tractors nor their trailers are allowed.

2.16 Decks and Porticos – ARC approval required. They must be wood or other material like the material of the residence and must be treated or painted a similar or in what is generally accepted as a complementary color to the residence. They must be installed as an integral part of the residence and patio area. They must be located so as not to obstruct or greatly diminish the view or create an unreasonable level of noise for adjacent property owners. Decks and porticos that are attached to a house must be inspected by the city of Wellington upon completion.

2.17 Dog Houses, Runs, and Pet Enclosures – ARC approval required.

2.18 Drainage – ARC approval is required for any changes affecting drainage. Drainage plans for all houses and lots must be submitted and approved prior to any construction. There can be no interference with the established drainage pattern over any property except as approved in writing by the ARC. When landscaping is installed, it is very important to ensure that water drains away from the foundation and driveways of the house and that the flow patterns prevent water from flowing under or ponding near or against the house foundation, walkways, sidewalks, and driveways. Water should flow over walkways, sidewalks, or driveways, into the street gutters. The ARC may require a report from a drainage engineer as part of the landscaping or improvement plan approval.

2.19 Driveways – There shall be no expansion or extension of driveways without prior ARC approval.

2.20 Elevation Treatments – ARC approval required. Architectural design shall incorporate a consistent level of architectural interest in all elevations.

2.21 Entrances (Front) – Astroturf is not allowed on walks, front steps, or decks.

2.22 Evaporative Coolers – (See also Air Conditioning Equipment.)

2.23 Exterior Lighting – See Lights and Lighting.

2.24 **Fences –** ARC approval required. ARC reserves the right to select pre-approved fence builder for Buffalo Creek. The following are general guidelines regarding fence specifications:

2.24.1 Stain and Design – Fences shall be built per developer's specifications and stained with Sea Gull Gray Solid Base Stain (KWAL) inside and out within thirty (30) days of installation. KWAL stain number #6230. If you tell the Harmony store that you need the Buffalo Creek Sea Gull Gray, you will receive a 10% discount on your stain. No other colors or formulas are approved.

2.24.2 Fence of ½-Acre Lots – The owners' of 1/2 acre lots shall install a three-rail, western-style fence that is four feet (4') high.

2.24.3 Work Permit – A permit from the Town of Wellington is required prior to the installation of any fence as well as ARC approval.

2.24.4 Fence Design – All fencing will strictly follow the "Fence Design Specifications" as described on the Website. ARC application form shall be submitted for approval of the location of your new fence, and/or repair of an existing fence. Print a copy of the "Fence Design Specifications" from the website for the type of fence you are working on and submit that with your ARC form.

2.24.5 Fence Responsibility – Once a Homeowner erects a fence and/or a return from an existing fence, or makes any change to an existing fence, they assume full responsibility for the upkeep and maintenance of the entire fence surrounding their property. If a Homeowner has not participated in any erection of a fence and does not want to assume responsibility for a fence erected by either a neighbor or a parameter fence of the HOA, it is assumed that this Homeowner has granted access to the one who has the responsibility for such maintenance and repair, and/or to any contractor so hired to do the repairs by order of the responsible party. Any homeowner who refuses such access can only do so by assuming the maintenance and repair responsibilities. The HOA shares responsibility for Perimeter fences of the HOA common areas.

2.25 **Fireplaces –** Gas fireplaces either must be housed within the exterior wall or, if protruding to the outside, must be housed and vented in chase/chimney-like structure to the roof and finished with a decorative top in keeping with the architecture of the home.

2.26 **Flagpoles –** One wall-mounted bracket per home shall be allowed. Flags must be in good condition and must not have shredded edges. Any variations will require ARC approval. If you receive an approval for a stand-alone flagpole, it must adhere to the "fall factor", meaning it cannot be placed nor too tall that if it were to fall it could fall outside your property line.

2.27 **Foundations –** No more than sixteen inches (16") of exposed concrete of a foundation may be visible on any elevation.

2.28 **Gardens –** Gardens in the back yard are allowed. Otherwise, ARC approval is required. (See also Landscaping.)

2.29 **Hot Tubs –** ARC approval required. Hot Tubs must be an integral part of the deck or patio area and of the rear or side yard landscaping. Hot Tubs must be installed in such a way that is not immediately visible to adjacent property owners and does not create an unreasonable level of noise for adjacent property owners. The top of the tub shall not extend above fence level.

2.30 **Junk Vehicles –** See Vehicles.

2.31 **Lattice Work –** ARC approval required.

2.32 **Lights and Lighting –** Conventional style with illumination patterns that do not cause a nuisance to neighboring properties are allowed.

2.33 **Overhangs (Cloth or Canvas) –** ARC approval required. The color must be the same color as, or generally recognized as, a complementary color to the exterior of the residence. The covering may be used over a patio only. No aluminum or fiberglass awnings are allowed.

2.34 **Painting –** All houses shall be kept well painted in the color approved with original plans or, if changed, as approved by the ARC. Changes in paint colors require **prior** ARC approval. (See also Colors.)

2.35 **Patio Covers –** ARC approval required. Patio Covers must be constructed of wood or material generally recognized as complementary to the home and similar or generally recognized as complementary in colors to the colors of the home.

2.36 **Patios (Enclosed) –** See Additions and Expansions.

2.37 **Patios (Open) –** ARC approval required. Patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. Must be similar to and generally accepted as a complimentary color and design of the residence. Patios must be located so as not to block any existing drainage pattern on lot.

2.38 **Paving –** ARC approval required regardless of whether for walks, driveways, porches, patio areas, or other purposes and regardless of whether concrete, asphalt, brick, flagstone, steppingstones, pre-cast patterned, or exposed aggregate concrete pavers are used as paving material. Paving must be located so as not to block any existing drainage pattern on the lot.

2.39 **Play and Sports Equipment –** ARC approval required.

2.40 **Playhouses –** ARC approval required. General guidelines for Playhouses require that they be less than eight feet (8') in height at the peak and have less than 120 square feet of interior floor space. Basic

design, materials, and colors must match the residence and must be incorporated into, and at least partially screened, by the landscape features. Metal "A-frame" swings sets are not allowed.

2.41 Pools – ARC approval required for pools larger than 100 square feet. Pools in the back yard, which are smaller than 100 square feet are permitted.

2.42 Radio Antennae – Not allowed.

2.425 Rain Barrels - Homeowners are allowed up to two (2) 55 Gallon rain barrels for the collection of rainwater from your roof for "outdoor purposes" such as watering your lawn or garden. This water can only be used on your own property. The rain barrels must be ARC approved for color, style, and placement. Rain barrels must be completely sealable to prevent mosquitoes and other insects from setting up shop. Rain barrels are only allowed on backyard down spouts, screened from view of the street. (Homeowners who only have one downspout in the back yard would need to specifically address placement with ARC.

2.43 Roofs – ARC approval required. All roofs shall be a minimum 30-year warranty composition shingled roof. Weathered Wood color , or shingles of higher quality and same color if approved by ARC.

2.44 Rooftop Equipment – Not allowed.

2.45 Satellite Dishes – Microwave and/or satellite television dishes are permitted as long as they are 24" in diameter or smaller and must be screened from view with a privacy wall or fence approved by the ARC.

2.46 Sauna – See Additions and Expansions.

2.47 Seasonal Decorations – Permitted with the following qualifications and conditions:

2.47.1 Christmas Decorations – shall not be displayed prior to Thanksgiving and must be removed by January 10 of the following year.

2.47.2 Music – Audible music shall be allowed at a level as to not be a nuisance to surrounding neighbors. All audible music must be off by 10:00 pm.

2.47.3 Removal – Holiday decorations should be removed within two (2) weeks of celebrated holiday.

2.47.4 Roof Figures – Reasonable Roof figures shall be allowed as long as they are properly anchored not to move.

2.47.5 Non-Offensive – No decorations shall be displayed in such a manner as to be offensive to the neighborhood or create a public nuisance.

2.48 Setbacks – The location and setback of each building on any lot shall be determined in the sole discretion of the ARC. Location restrictions and limitations shall be consistent with all applicable governmental zoning ordinances, subdivision regulations, and building codes. Whenever reasonably possible, side setback should be a minimum of seven feet (7'). Whenever reasonably possible, the front setback for each adjacent house shall be a minimum of twenty -five feet (25') from the front lot line. Whenever reasonably possible, the rear setback shall be a minimum of twenty feet (20') from the rear lot lines. The ARC may, in its sole discretion, require and enforce varied, less, or more restrictive setback and location requirements, with respect to the various lots located in the Buffalo Creek subdivision. No portion of any improvement or building on a lot may encroach upon another lot.

2.49 Sheds, Storage Units and Green Houses – When selecting an outside storage unit, please keep these guidelines in mind as you complete the application for construction and/or contemplate the purchase of a pre-manufactured unit. In no event will metal sheds be approved.

2.49.1 Classification and Intent – All sheds shall be classified as accessory buildings and meet all applicable requirements of the Town of Wellington Zoning and Building Codes. The intent of a shed is for use as a storage facility.

2.49.2 Front Yard – No shed will be allowed in the front yard.

2.49.3 Setback – All sheds shall meet the Town of Wellington setback requirements, which is 5 feet (5') from the rear of the lot line and 7 feet (7') from the side lot lines and cannot be placed over any easement or drainage line. Corner lots are the same with the exception of a 15-foot (15') setback from the side lot line that faces the common area.

2.49.4 Size and Material Specifications – Sheds shall not exceed 8 feet in height and 120 square feet (10x12) of interior floor space. Constructed sheds should match the basic design, colors of the residence and the roofing material must be the same as the residence. Prebuilt, manufactured sheds are allowed within the size limits however must be of earth tone colors, which complement the residence.

2.49.5 Landscaping – Sheds must be incorporated into and be partially screened by landscape features.

2.49.6 Site Plan – Along with the ARC application, a site plan (see appendix) showing landscaping, location, and size of proposed shed along with dimensions to the existing residence and property lines shall be submitted to the Architectural Review Committee for approval. Upon acceptance by the ARC, the homeowner shall obtain all necessary permits from the Town of Wellington prior to construction.

2.49.7 Large Lots – Large lots are ¼ acre in size or larger. On larger Lots a second structure may be approved to include a second shed, green house, and/or storage unit.

2.49.8 Green Houses - Have all the same requirements, however specific design and materials will need to be approved.

2.50 **Siding (Exterior Facade) –** A minimum of twenty percent (20%) of the front facing facade of each residence (excluding windows, doors, and garage doors) shall be constructed of stone, brick, or other masonry materials approved by the ARC in its sole discretion.

2.51 **Signs –** No sign shall be located on any lot except reasonably sized signs offering the lot for sale, rent, or lease; except builder or supplier signage during the period of construction, or unless approval for such other sign or signs is obtained in writing from the ARC, said committee reserving the right to disapprove all such requests for signs except those described above. Builder "For Sale", "For Lease", or "For Rent" signs must be removed from Property within two (2) weeks from date of closing. Political signs are allowed no earlier than forty-five days before an election and must be removed no later than seven days after an election. Garage sales can be posted for two days before and up to one day after a garage sale.

2.52 **Snow Removal** - Every owner or occupant of any premises within the HOA abutting a street and having a sidewalk adjacent to the street shall have the duty to keep the sidewalk clean of snow and ice. All snow and ice shall be removed within twenty-four (24) hours of accumulation. Under HB 22-1137 a violation of this would be considered a public safety issue and a fine is applied at 72 hours.

2.53 **Solar Energy Devices –** Colorado law (C.R.S. 38-30-168) addresses the authority of HOAs to regulate the installation and use of "solar energy devices."

2.53.1 Appearance – ARC approval is required for all passive and active solar systems. Solar Devices shall be designed to appear as an integral part of the roof. No exterior plumbing or other non-collecting structures may be visible. Homeowner is responsible for the maintenance and for the continued appearance of all installed equipment.

2.53.2 Colors – All mounting brackets and frames will need to be the same color as the roof shingles, a flat black or dark gray color and must be approved by ARC.

2.53.3 Placement – An individual does not have the right to place solar panels on:

(1) Property owned by another person.
(2) Property that is leased by the individual.
(3) *Limited common elements of an association*.
(4) *General common elements of an association.*
(5) Property that is collateral for a commercial loan, without permission of the secured party.

2.53.4 Panel Mounting – All must be engineered and designed for high wind. A copy of the County Approved Building Permit is required. A complete approved plan showing engineered anchoring brackets must be submitted.

2.53.5 Electrical Blueprint – A County approved electrical blueprint must be submitted to the ARC verifying compliance with current electrical code.

2.53.6 Additional Restrictions – ARC reserves the right to impose *reasonable restrictions* on the dimensions, placement, or external appearance of solar panels.

2.54 Spas – See Hot Tubs.

2.55 Square Footage – No dwelling shall be erected, altered, or permitted to remain on any lot unless the finished floor space area thereof, exclusive of basement, open porches, garages, and attached out buildings, and based on exterior measurements, is not less than:

- 1100 square feet for a one-story dwelling.
- 1300 square feet for a two-story dwelling.
- 1200 square feet for a tri-level dwelling.

2.56 Statues – Statues and lawn ornaments shall be allowed but are not exceed 5 feet (5') in height.

2.57 Swamp Coolers – See Air Conditioners

2.58 Swing Sets – See Playhouses.

2.59 Television Antennae – Not allowed.

2.60 Temporary Structures – Not allowed.

2.61 Temporary Vehicles – No cars which are being repaired, restored, or otherwise being worked on may be kept on any lot unless in an enclosed garage.

2.62 Trailers – See Vehicles.

2.63 Trees – Each owner, at the owner's expense, shall install a minimum of at least one (1) one- and three-quarter inch (1 ¾ inch) caliper deciduous tree (must be 1 ¾ inch caliper at time of purchase) in the front yard of each lot. In addition, contact the Town of Wellington for a list of trees allowed and prohibited by Town ordinance and other ordinances regarding placement. Currently there is a list of five (5) trees not allowed in section 16-3-380 of the Town Ordinances:

- Russian Olive
- Lombardy Poplar
- Siberian Elm
- Boxelder Maple

- Cotton Bearing Cottonwood.

Trees, bushes, and shrubs must not encroach upon the public walkways and/or common area fencing. Branches cannot overhang sidewalks for a minimum of 8 feet and streets by a minimum of 15 feet.

2.64 **Vehicles –** No lot shall be used as a parking or storage area for vehicles or materials of any kind, other than personally owned automobiles of the owner.

2.64.1 No campers, trailers, motor homes, buses, tractor/trailers, RVs, or boats shall be stored or parked at the Property more than forty-eight (48) consecutive hours during any month, nor more than 72 hours in any week, except if stored in an enclosed garage.

2.64.2 No motor vehicles of any kind, including cars, trucks, trailers, motorcycles, golf carts, or the like, may be stored, junked, or otherwise maintained anywhere on the lot or any other portion of Buffalo Creek Subdivision in any idle or unworkable condition.

2.64.3 No motor vehicle or machine will be overhauled or rebuilt on any portion of the property, unless entirely enclosed in a garage or other improvement approved by the ARC, in its sole discretion.

2.64.4 Except as otherwise provided, only those vehicles and machines in good running condition, which are currently licensed and registered, are permitted on any portion of the Property.

2.64.5 Commercial and/or Oversized Vehicles – A commercial vehicle is defined as, but not limited to, a vehicle that has a business name or logo and/or has equipment attached or is used for the purpose of providing services to an individual or corporation. Commercial pickups and vans cannot exceed one-ton capacity and other commercial vehicles cannot exceed 10,000 pounds Gross Vehicle Weight Rating. Only one commercial vehicle per lot is allowed. No vehicle shall be parked in such a manner that it blocks the sidewalk. No box trucks, semis, tractors, or trailers are allowed.

2.64.6 Large Pickup Trucks: Standard Ford, Dodge, and GMC trucks that are not modified welding trucks and/or commercially upgraded, that fall into the F-350 and/or 3500 series are currently allowed within the HOA as long as they comply with all other vehicle and Commercial Truck guidelines.

2.65 **Vents –** All exhaust vents, including but not limited to dryer, cook-tops or range hoods, gas fireplaces, and plumbing vents must be screened from sight.

2.66 **Walls (Retaining) –** ARC approval required.

2.67 **Wells –** Not permitted.

2.68 **Yard Maintenance –** Owners of lots shall cut and control all weeds and vegetation growing on all lots, whether vacant, occupied, or those with improvements under construction. Trees, bushes, and shrubs must not encroach upon the public walkways and/or common area fencing. Branches cannot overhang sidewalks for a minimum of 8 feet and streets by a minimum of 15 feet. Grass areas must be watered and maintained in a green healthy condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any lot, so they are visible from any neighboring lot or streets, except as necessary during the period of construction. Anything other than approved landscape design requires a Board approved variance.

2.69 **Xeriscaping -** (The following guideline pertains to areas of a lot where sod is being replaced, not hardscapes resultant of the original builds and landscaping.) Xeriscaping is defined as landscaping and gardening methods that reduce or eliminate the need for supplemental irrigation beyond the quantity of water that falls as natural precipitation (rain, snow, etc.). This is not to be confused with "zero-scaping," where the landscape consists of rocks and other hardscapes, with very few or no plantings. Xeriscaping is not a 'natural area' and, while some decorative native species that are drought tolerant might be incorporated into the area, it is not an area that is free from the requirement of regular maintenance (pruning, weeding, etc.) Zero-scaping is prohibited beyond that which existed from the original build and landscaping (large aggregate beds between properties).

2.69.1.1.1 An ARC Request form must be completed, which includes plans as specified on the form, and submitted to the ARC for approval.

2.69.1.1.2 To create visual interest, the area must contain a variety of landscape materials and points of interest (rock of various sizes, mulch, plants, boulders, dead/driftwood, birdbaths, statues – see 2.55, etc.).

2.69.1.1.3 On average, there must be one group for every 100 square feet (10' x 10') of Xeriscaped area. A group is defined as three (3) or more plants and collectively, one quarter of the groups must contain or consist of mature plants (4 groups of 3 plants = 3 mature plants minimum.) Please see http://www.ext.colostate.edu/ptlk/1907.html for plant types recommended for Colorado Xeriscaping.

2.69.1.1.4 Artificial turf or plants are prohibited.

2.69.1.1.5 Weeds and unplanned growth must be removed promptly.

2.69.1.1.6 All landscape materials must be installed in a manner which prevents them from blowing or washing away and in such a way as to not interfere with the established watershed paths.

2.69.1.1.7 The ARC reserves the right to approve or reject plans on a case-by-case basis.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Buffalo Creek Subdivision at Wellington Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on February 9, 2023, and in witness thereof, the undersigned has subscribed his/her name.

BUFFALO CREEK SUBDIVISION AT WELLINGTON
HOMEOWNERS ASSOCIATION, INC.
a Colorado non-profit corporation,

By: _____
Pat Cordova, President

BUFFALO CREEK ARCHITECTURAL STANDARDS

(REQUIREMENTS ARE SUBJECT TO CHANGE)

ITEMS STANDARD

SQUARE FOOTAGE:

Minimum 1,100 s.f. for one-story dwelling

Minimum 1,200 s.f. for tri-level dwelling

Minimum 1,300 s.f. for two-story dwelling

EXTERIORS:

Exterior Brick or Stone - 20% minimum of entire front elevation to be brick, masonry, or stone.

Siding ARC approval is required for all exterior finish materials. Wood or Masonite siding shall have a maximum width of eight inches (8"), with no more than a seven-inch (7") exposure. Vinyl siding shall not be permitted.

FASCIA / SOFFITS

Minimum 6" / Minimum 12"

Vinyl soffits shall be permitted.

Windows Painted wood, natural wood, painted steel, anodized aluminum, or vinyl cladding. Gridded on all "street sides".

Architectural Accents Minimum of two shutters, vents, brackets, braces, architectural shingles, board and batten siding, planter boxes, etc.

Overhang Minimum 12"

Roof Slope 5/12 or greater.

COLORS:

Only approved colors from ARC allowed. All exterior railing, wood, trim must be painted or stained.

ROOFING:

Minimum 30-year, composition shingle. Weathered Wood.

SETBACKS:

Per Wellington Standards

The side setback shall be a minimum of seven feet (7') from the side lot lines. The front setback shall be a minimum of twenty-five feet (25') from the front lot lines. The rear setback shall be a minimum of twenty feet (20') from the rear lot lines. Setbacks must also conform to Town of Wellington standards.

LANDSCAPING:

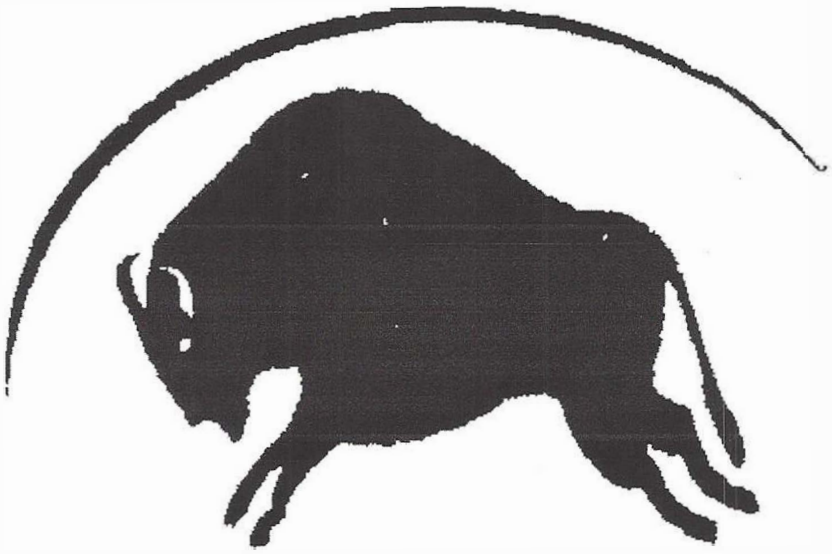
ARC approval required on all Landscaping changes.

FENCING:

Three-rail, 4' high western fence - for estate lots. Arterial/Collector Streets: 6' solid cedar. Plans and specs must be obtained from ARC prior to commencement. The fence is to be set back from front of house the same distance as side-yard setback requirement. This all requires ARC approval.

TOP OF FOUNDATION:

Minimum elevation as per plans prepared by Engineering is 16" above grade maximum.



BUFFALO CREEK

AT WELLINGTON

www.buffalocreekhoa.com

POLICY

AND PROCEDURES FOR

ADDRESSING DISPUTES WITH HOMEOWNERS

Approved: November 11, 2016

(Guidelines subject to change without notice)

This policy should be viewed along with; Procedures Covenant Enforcement Guidelines, Procedures for the Collection of Unpaid Assessments and Notice and Hearing Procedures

Introduction

The Board of Directors (the "Board") of Buffalo Creek at Wellington Homeowners Association (HOA) a Colorado Non-profit Corporation (Association), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Protective Covenants, Residential Improvement Guidelines and Site Restrictions, along with the other documents so adopted by the HOA (such documents being collectively referred to as the Association Documents), and the Colorado Common Interest Ownership Act (CCIOA) has enacted the following Policy effective as of the date set forth herein, unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject.

Policy Purpose

The purposes of this Policy are to:

1. Set forth procedures to promote amicable resolution of disputes: and

2. Provide an optional framework for addressing disputes between the Association and the Homeowners (Owners), but to protect the Association and other Owners from delay or an adverse effect on their rights by allowing proceedings to collect past due assessments, to remedy violations of Association Documents or any matter that may require an injunction, restraining order or protection order to proceed on a parallel track independent of the optional dispute resolution framework described in this Policy.

Types of Disputes

1. Matters involving past due assessments are not ordinarily considered disputes subject to this Policy. Rather, these are considered matters to be handled in accordance with the Policy for Collection of Unpaid Assessments. If any Owner claims that payment of assessments should be excused or offset by any alleged act or omission of the Association, such Owner's claim will be considered a dispute subject to the procedures in this Policy.

2. Enforcement actions regarding violations of the Association Documents, including proceedings seeking compliance by way of injunctive relief and/or proceedings to impose fines, shall be handled in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). If any Owner claims that any enforcement action should be abated because of any act or omission be the Association, such claim of abatement shall be considered a dispute subject to the procedures of this Policy.

3. All other disputes arising between the Association and any Owner shall be addressed as set forth in this Policy.

4. The types of disputes described above which are subject to this Policy are collectively referred to as "Disputes".

Notice of Dispute

In the event of a dispute between the Association and any Owner, either the Association or an Owner may provide written notice (Notice) of the Dispute by US Mail, first class postage prepaid to such address of record for the recipient shown on the HOA Records. The Notice shall be considered effective three days following deposit in the mail. The notice must contain specific information regarding the facts, circumstances and concerns giving rise to the Dispute.

Resolution or Mediation of Dispute

1. Request for Mediation: Within thirty (30) days of receipt of the Notice, the Association and Owner shall make good faith efforts to discuss and resolve the Dispute amicably. If the parties are unable to reach an amicable resolution of the Dispute; either the Association or an Owner may request mediation by an independent third-party mediator. A request for mediation (Request) must be in writing and mailed to the Association or Owner by US Mail, first class postage prepaid to such address of record on the HOA records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the Dispute within thirty (30) days after the effective date of the Request, or such longer time as the Parties may agree upon in writing. The parties shall make reasonable efforts to use free or low cost mediation services to minimize expenses (ie: the Neighborhood Resources Office with the City of Ft Collins), if available. If the mediation does not occur within thirty (30) days (or longer if so agreed in writing), or the parties are unable to settle the Dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.

2. Mediation Fees and Costs: Fees and costs associated with the mediation, if applicable, including payment of fees to the mediator, shall be paid as follows:

    a. The requesting party shall pay the mediator in advance for the first two hours of mediation.

    b. If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and Owner(s) and paid at the conclusion of the mediation.

    c. The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.

    d. If an Owner requests mediation but fails to appear at the date and time scheduled for mediation, the Owner shall pay all expenses of the Association related to the

mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.

Continuation of Hearing and Imposition of Fines

A Notice or Request by an Owner based on a matter where the Owner is asserting a defense or excuse shall not suspend or stay any fine bearing or imposition of fines in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). Any fines imposed prior to or after a Notice or Request is provided shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the Dispute, unless otherwise agreed by both parties, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.

Continuation of Legal Proceedings

A lawsuit for the collection of Assessments or enforcement of the Associations Documents may be commenced prior to or after receiving a Notice or Request, and such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

Variances

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

Amendment

This Policy may be amended from time to time by the Board.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Buffalo Creek Subdivision at Wellington Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on November 11, 2016 and in witness thereof, the undersigned has subscribed his/her name.

BUFFALO CREEK SUBDIVISION AT WELLINGTON
HOMEOWNERS ASSOCIATION, INC.
a Colorado non-profit corporation,

By: _____
Dan Sattler, President



BUFFALO CREEK

AT WELLINGTON

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Buffalo Creek Homeowners Association
Notice and Hearing Procedures
Covenant Enforcement Guidelines

Revised: May 14, 2015

1. Complaint – Action concerning a violation of the Declaration of Protective Covenants, Conditions, and Restrictions for Buffalo Creek ("Declaration"), Rules and Regulations, and other governing documents shall be initiated by a complaint from a Member, the Board of the Buffalo Creek Homeowners Association, Inc. ("Association"), or the Managing Agent. Complaints from Members must be in writing addressed to the Managing Agent and must provide all relevant details of the alleged violation. The Managing Agent shall make all reasonable efforts to verify the alleged violation, as soon as reasonably practicable, following receipt of the complaint.

2. Notice of Alleged Violation – The Managing Agent or the Board shall send notice of an alleged violation of any provision of the Declaration, Rules and regulations, or other governing document to the applicable Member, as soon as reasonably practicable, following review of the complaint. In addition, the Managing Agent or the Board may provide, at its option, a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation, a date by which the violation shall be remediated, the potential fine, the right to a hearing, and that the Board may seek to protect the Association's right, as specified in the governing documents.

3. Service of Notices – Service of all notices required or permitted to be given hereunder shall be made as follows:

i. **If to a Member and/or Lessee –** By personal delivery, which includes email, to the Member and/or Lessee, or by U.S. Mail (postage prepaid), addressed to the last registered address of the Member and/or Lessee as contained in the Association's records.

ii. **If to the Association –** By Managing Agent, personal delivery, email, or U.S. Mail (postage prepaid), addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State or such other address as the parties may be advised in writing.

4. Request for Hearing – If a Member desires a hearing to challenge or contest any alleged violation and possible fine, said Member must request such hearing in writing and shall describe the basis for challenging the alleged violation. In the event a proper and timely request for a hearing is not made within seven (7) days from the date of the notice, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the seven (7) day period, the Board shall determine if a violation has occurred, and if so, assess a reasonable fine as provided within these Notice and Hearing Procedures/Covenant Enforcement Guidelines (hereinafter "Procedures and Guidelines")**.** The Board may also proceed with any further action it deems necessary to compel compliance. The fine shall be collectable as an assessment in the manner provided in Article VI and VII of the Declaration. The Managing Agent shall give notice of said assessment to the applicable Member as provided in these Procedures and Guidelines.

5. Board To Conduct Hearing – The Board shall hear and decide cases set for hearing pursuant to these Procedures and Guidelines. The Board may appoint an officer or other Member to act as the presiding officer in any of the hearings.

6. Conflicts – Any Board member, who is incapable of objective and disinterested consideration at any hearing, shall disclose such to the President of the Board prior to the hearing, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the presiding officer of the hearing may appoint a Member, in good standing, to serve as a voting member of the hearing board.

7. Hearing – The Board shall inform the Member of the scheduled time, place, and date of the hearing, provided that the presiding officer may grant continuances for good cause. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Members. The Board will provide the Member written notice of its decision.

8. Fine Schedule – Unless otherwise provided, any violation of the Declaration, Bylaws, Rules and Regulations, or other governing document shall subject the Member to a reasonable fine. Said fines shall be as follows:

i. **First Notice of Violation –** Written warning letter. No Fine.

ii. **Second Notice of Violation –** (15 days after written warning letter): $50.00 fine.

iii. **Third Notice of Violation –** (30 days after written warning letter): an additional $100.00 fine.

iv. **Fourth Notice of Violation –** (45 days after written warning letter): an additional $200.00 fine and subsequent cumulative $200.00 fines every 30 days thereafter of noncompliance.

Notwithstanding any provision of this fine schedule or these Procedures and Guidelines, the Board may use any legal means available at any time to enforce the terms of the Declaration, the Bylaws, or any other governing document of the Association, including filing a lawsuit against the Member to compel compliance.

9. Miscellaneous

i. Failure by the Association, the Board, or any person to enforce any provision of these Procedures and Guidelines shall, in no event be deemed a waiver of the right to do so thereafter.

ii. The provisions of these Procedures and Guidelines shall be deemed to be independent and severable, and the invalidation of any one or more of the provisions hereof, or any segment thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

iii. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

iv. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit, or otherwise describe the scope of these Procedures and Guidelines or the intent of any provision thereof.

IN WITNESS WHEREOF, the undersigned, as President of the Buffalo Creek Homeowners Association, Inc., certifies that the Executive Board adopted these Notice and Hearing Procedures/Covenant Enforcement Guidelines, on the 14 day of May 2015.

_____

President, Executive Board



BUFFALO CREEK

AT WELLINGTON

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RESOLUTION
OF THE
BUFFALO CREEK SUBDIVISION AT WELLINGTON
HOMEOWNERS ASSOCIATION, INC.
REGARDING
POLICIES AND PROCEDURES
FOR
COVENANT AND RULE ENFORCEMENT

Revised: May 14, 2015

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

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: January 1, 2006 – Revised: February 17, 2011; February 28, 2013; Sept 11, 2014; May 14, 2015

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

1. **Reporting Violations –** Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

2. **Complaints**

a. **Complaints by Owners or Residents –** Shall be in writing or email and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions, which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may or may not be investigated or prosecuted at the discretion of the Association.

b. **Complaints by a member of the Board of Directors –** A committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

3. **Investigation –** Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

4. **Impartiality –** Each Board Member or Committee member must make a determination as to whether he or she is able to function in a disinterested and objective manner in considering the violation matter. Any Board member or Committee member incapable of objective and

disinterested consideration shall voluntarily withdraw, call for a second opinion, or be disqualified by the Board or Committee from proceedings and discussions related to that matter.

5. **Initial Warning Letter –** If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have fourteen (14) days from the date of the letter to come into compliance. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within seven (7) days of the date on the violation letter. Violator request will be determined by postmark or email date and time sent.

6. **Continued Violation After Initial Warning Letter –** If the alleged Violator does not come into compliance within fourteen (14) days of the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy.

7. **Continued Violation After Second Letter –** If the alleged Violator does not come into compliance within the time frame specified in the second letter, this will be considered a third violation for which an additional fine may be imposed following notice and opportunity for a hearing. A third letter shall then be sent to the alleged Violator. The Violator will have fourteen (14) days from the date of the third letter to come into compliance. The third letter shall provide notice and an opportunity for a hearing, and explain if a violation is found to exist; a fine may be imposed pursuant to this Policy. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter, provided that such hearing is requested in writing within seven (7) days of the date on the third violation letter.

8. **Continued Violation After Third Letter –** If the alleged Violator does not come into compliance within the time frame specified in the third letter, this will be considered a fourth violation for which an additional fine may be imposed following notice and opportunity for a hearing. A fourth letter shall then be sent to the alleged Violator. The Violator will have fourteen (14) days from the date of the fourth letter to come into compliance. The fourth letter shall provide notice and an opportunity for a hearing, and explain if a violation is found to exist; a fine may be imposed pursuant to this Policy. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter, provided that such hearing is requested in writing within seven (7) days of the date on the fourth violation letter.

9. **Notice of Hearing –** If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least ten (10) days prior to the hearing date.

10. **Hearing –** At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each

party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator is required to be in attendance at the hearing. The Board shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed thirty (30) days, render its written findings and decision, and impose a fine, if applicable. A decision, a finding either for or against the Owner, shall be by a majority of the Board members present at the hearing. Failure to adhere strictly to the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

11. **Failure to Timely Request Hearing –** If the alleged Violator fails to request a hearing within seven (7) days of any letter or fails to appear at any hearing, the Board may make a decision with respect to the alleged violation; based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

12. **Notification of Decision –** The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within thirty (30) days of the hearing, or if no hearing is requested, within thirty (30) days of the final decision.

13. **Immediate Violations –** Immediate violations are for those things that are known to violate the HOA guidelines. These include trashcan violations, Semi Truck and trailer violations, and snow removal violations.

14. **Semi-truck and trailer, Commercial, and/or Oversized vehicle violations –** Will incur an immediate fine without a warning letter. Each additional occurrence will be at the next higher fine level.

15. **Trashcans –** Should be put out the morning of trash pickup day and stored that evening. We allow trashcans a twenty-four (24) hour grace period. Upon the homeowner's first violation a letter will be sent out explaining the violation and giving a 3-day period to correct prior to receiving a fine. Each additional occurrence within that year after receiving the warning, the homeowner will receive a violation letter and an immediate fine. Each additional occurrence within that year will be fined at the next higher fine level.

16. **Snow Removal –** Is required on the sidewalk in front of homes within twenty-four (24) hours after the snowfall ends. Upon the homeowner's first violation a letter will be sent out explaining the violation and giving a 3-day period to correct prior to receiving a fine. Each additional occurrence within that year after receiving the warning, the homeowner will receive a

violation letter and an immediate fine. Each additional occurrence within that year will be fined at the next higher fine level.

17. **Violations with Warning –** All other HOA violations will receive a warning letter and fall under the fine schedule.

18. **Fine Schedule –** The following fine schedule has been adopted for all recurring covenant violations:

Violation	Warning letter
Two (2) weeks after violation Warning Letter (of same covenant or rule)	$50.00
Four (4) weeks after violation Warning Letter (of same covenant or rule)	$100.00
Six (6) weeks after violation Warning Letter (of same covenant or rule)	$200.00
Every additional two (2) week period thereafter Warning Letter (of same covenant or rule)	$200.00

The Association may impose interest at the rate of eighteen percent (18%) per annum on any amount owed and outstanding. Unresolved violations may be turned over to the Association's attorney to take appropriate legal action.

19. **Waiver of Fines –** The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws, or Rules.

20. **Other Enforcement Means –** This fine schedule and enforcement process is adopted in addition to all other enforcement means, which are available to the Association through its Declaration, Bylaws, Articles of Incorporation, and Colorado law. The use of this process does not preclude the Association from using any other enforcement means. Additional definition can be found in Policy and Procedures for Collection of Unpaid Assessments.

21. **Definitions –** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

22. **Supplement to Law –** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

23. **Deviations –** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

24. **Amendments –** This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S
CERTIFICATION: The undersigned, being the President of the Buffalo Creek Subdivision at Wellington Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on May 14, 2015 and in witness thereof, the undersigned has subscribed his/her name.

BUFFALO CREEK SUBDIVISION AT WELLINGTON
HOMEOWNERS ASSOCIATION, INC.
a Colorado non-profit corporation,

By: _____

Tim Singewald, President