

**RVRMA EXECUTIVE BOARD MEETING**  
**Wednesday, September 28, 2022, at 5:30 p.m.**  
**Ranch House Conference Room and Zoom Meeting**

**Executive Board of Directors**

Michael Banbury, President  
John Lund, Vice President  
Todd Richmond, Treasurer  
Ben Johnston, Secretary  
Laura Hanssen, Director  
RJ Spurrier, Director  
Sherry Stripling, Director

**Management Attendees**

Ashley Lynch, General Manager  
James Maguire, Controller  
Jessica Hennessey, Director of Design Review &  
Admin. Services  
Ali Royer, Director of Programming & Community  
Engagement  
Travis Green, Facilities & Grounds Superintendent

**I. Call to Order- Establish Quorum**

**II. Approval of Minutes and the Consent Agenda**

- Approval of Meeting Minutes of the RVRMA Executive Board Meeting held on Wednesday, August 24, 2022.

**III. Public Comment**

- Comments in public comment are for agenda items only.

**IV. Committee Report**

- Long Range Planning (*verbal*)
- Short Term Rental Committee

**V. Month End Financial Review – James Maguire (*info.*)**

**VI. Management Update**

- General Manager Report- Ashley Lynch
- Programming & Community Engagement Report- Ali Royer
- DRC Report- Jessica Hennessey
- Finance Report- James Maguire
- Outside Service Report- Travis Green

**VII. Old Business**

- House Bill 22-1137, Enforcement Policies (*decision*)

- RVR Fence Maintenance & Repair Policy, Nineteenth Amendment (*decision*)
- Short Term Rental Committee Proposal (*decision*).
- Eighteenth Amendment (*decision*) & Minimum Planting Report (*info.*)
  - Gravel/Stone Ground Cover
  - Xeriscape
  - Siding

**VIII. New Business**

- STR Committee Member Replacement (*decision*)

**IX. Adjourn**

**X. Executive Session**

- Staff Wage Discussion 2023

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**Wednesday, August 24, 2022, at 5:30 p.m.**  
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John Lund, Vice President  
Todd Richmond, Treasurer  
Ben Johnston, Secretary (*via Zoom*)  
Laura Hanssen, Director  
RJ Spurrier, Director  
Sherry Stripling, Director

**Management Attendees**

Ashley Lynch, General Manager  
James Maguire, Controller  
Jessica Hennessey, Director of Design Review & Admin. Services  
Ali Royer, Director of Programming & Community Engagement  
Travis Green, Facilities & Grounds Superintendent

**Homeowner Attendees:**

Cheryl Bumgarner (*via Zoom*)  
Jennifer Wherry (*Via Zoom*)  
Sarah -Jane Johnson (*Via Zoom*)  
Ben Johnston (*Via Zoom*)  
Mary Catherine Conger (*Via Zoom*)  
Steve Laverty (*Via Zoom*)  
Diane Cavarra (*Via Zoom*)  
David Willis (*Via Zoom*)  
Krys Greenwood (*Via Zoom*)  
John Krousouloudis (*Via Zoom*)  
Matt Freeman (*Via Zoom*)  
Paul Brown (*Via Zoom*)  
Gary Wesselink (*Via Zoom*)  
Wolf Gensch (*in Person*)  
Carl Hostetter (*in Person*)  
Stan Kleban (*in person*)  
Mike Waski (*in person*)  
Rosemary Lavender (*in person*)  
Betsy Gatehouse (*in person*)

**I. Call to Order- Establish Quorum, the meeting was called to order at 5:30 p.m.**

**II. Approval of Minutes and the Consent Agenda**

**Motion:** Board Director, Laura Hansen, and Board Secretary, Todd Richmond, moved and seconded the approval of the consent agenda and meeting minutes of the RVRMA Executive Board Meeting held on Wednesday, July 27, 2022.

**III. Public Comment**

- Homeowner, Stan Kleban, commented on the Long-Range Planning meeting that he attended earlier in the month. He had concerns about a proposed mail pavilion, dumpster location, and results of the Long-Range Planning Survey.
- Homeowner, Wolf Gensch, commented that he believed that the entryway of the Ranch House is beautiful. He complimented Travis Green, RVR Facilities & Grounds Superintendent, and his crew on a job well done and emphasized how special and well-kept the landscaped area appeared.
- Homeowner, Betsy Gatehouse, commented that she has seen a positive change in RVRMA operations. Betsy stated that she has had wonderful experiences and added that she has seen a huge change in how things are run.

#### **IV. Committee Report**

John Lund began by reminding everyone that there is a written long-range planning report included in the board packet. John shared that the committee continues to work with the McMahon Group on ideas for Ranch House facilities. The committee has been holding regular meetings. The next meeting will take place on Tuesday, Sept. 13 at 1 p.m. in the board room and anyone who is interested is welcome to attend. John emphasized that there is a plan in process and there is nothing set in stone at this time. John added that ultimately what will come from this process is that the committee and the board will have a plan that will then be presented to the community. There has been a lot of good input from community members as well as the RVR Tennis Director, Cristina Sirianni. A meeting was also held with RVR homeowner, Jim Noyes, a person that was instrumental in getting pickleball courts developed in the Town of Carbondale. John reminded everyone that the committee received multiple proposals from different groups and that ultimately, they settled on the McMahon Group. John then asked the board for their thoughts and input.

Laura Hanssen, board director commented that the piece that makes her nervous is providing early viewing of some of the improvements that are being considered. Laura also stated that she would like more feedback from the community before voting.

John clarified that the board would vote to have McMahon share their proposal to the community. It would not be a vote to approve the plan or sign off on the expenditure of the plan.

Sherry Stripling, Board Director, commented we hired McMahon for their expertise, and we should trust the process. She continued to say that we should consider floating the idea to the community of an assessment, not an amount, but to understand that the methodology that we would use to pay for this would come from an assessment that could be paid in multiple ways either in full or overtime.

Todd Richmond, Board Treasure, asked about interpretation of the survey results in a conversation at the board level to see if everyone is on the same page.

## **V. Month End Financial Review – James Maguire**

RVR Controller, James Maguire, presented a financial insight presentation. James reviewed numbers through the end of July which included a high-level overview, a more detailed look, and a review of the reserve account.

James showed a very high-level snapshot of budget versus actual. James noted that we are doing very well, and income is exceeding budget by \$45,000 which is less than a 2% variance. Cost of goods sold is over by \$10,000 and expenses are under budget by only \$1,681 which is close to 0% variance. The bottom line is that we are running at a \$36,955 surplus overall.

James went on to present income budget versus actual by month through July and shared a graph to demonstrate how well we are staying within budget. We brought in more income than expected (except in April).

James then drilled down into detail the HOA's income. Eighty percent of our income comes from dues. Dues are easy to predict and will generally be very close to budget. Guest fees and ADU Thompson Corner memberships are in line. Swim lessons were double what we predicted. Tennis lessons are doing better than budgeted; however, we only receive 10% of this income. Tennis memberships are down. We've earned \$61,000 out of a budgeted \$75,000. The budget was rather aggressive here. Last year by this time we earned \$62,000 as well. Irrigation and community events are doing well. Concession sales are almost double what we budgeted, thanks in part to an updated menu, better service, and Ali Royers management.

Our biggest boost to income comes from DRC which is currently \$36,000 over budget. Property Member/Transfers are under budget mostly due to reduced home sales. The bottom line again, is that we are over budget by \$45,000 which is only a 2.6% variance.

James moved on to expenses, stating that in July expense went slightly over budget but for the most part, the year has been right on target. Personnel

expenses and RVR community expenses are under budget and offsetting other areas that are over budget. The big contributors to going over budget are the same as previous months, golf water reconciliation, cleaning services, natural gas, and computer expenses. However, our bottom line is less than a 1% variance. We budgeted to spend \$1.065 million by this time this year, and we spent \$1.058 million.

James ended his presentation with a quick overview of the reserve account activity in July. The opening balance was \$1.802 million. \$33,000 was collected from reserve assessments and \$2,000 in interest income.

Outgoing payments from reserves were only \$952.00 in additional long term planning expenses. The ending reserve account balance was \$1.836 million.

Director-at-large, RJ Spurrier, asked if tennis was declining in popularity. Ashley replied that he recently compiled numbers on profitability of the program, and he doesn't think that is reflective of the profitability numbers that he reviewed year after year.

## **VI. Management Update**

- General Manager Report- Ashley Lynch
- Programming & Community Engagement Report- Ali Royer
- DRC Report- Jessica Hennessy
- Finance Report- James Maguire
- Outside Service Report- Travis Green

Board President, Michael Banbury, asked about a section on Ashley's report that stated, "the waterfall pump is being replaced and an understanding of the issue is clear." Ashley believes that there was a mistake in the initial installation on the pump and it was not programmed properly.

Ashley also announced that the Ranch House now has Starlink internet service. Although, it is not performing as well as we hoped due to a defective dish. A new dish was shipped, and we are hoping it will address the issues.

Board Director, Laura Hanssen, asked Ali Royer, Director of Programming and Community Engagement, what has made the Juice Bar so successful this year. Ali reported that she believes food options, friendly staff, alcohol selections and featured specials all contributed to the Juice Bar's success. Ashley also noted that pricing was given thoughtful consideration. Todd mentioned that we could also compare from previous years to see if we have returned to normal pre-covid sales.

## VII. Old Business

- **House Bill 22-1137**

Ashley stated that Ben Johnston, Board Secretary, has been working with the association's lawyer on new policies for House Bill 22-1137. According to Ashley, the House Bill is a bit convoluted and drafting new policies has been difficult. Drafts have been written but we are being thorough to make sure the right policies are brought forward. Ben Johnston supported what Ashley shared regarding the legislation being very convoluted. Ben shared that he believes there will be a policy ready by the September meeting. However, it will depend on how quickly the HOA's lawyer can get it back to RVRMA.

- **RVR Fence Maintenance & Repair Policy + Nineteenth Amendment, Fences**

Ashley shared that the Fence Committee met and recommended changes to the Fence Policy. The DRC also had a chance to review the changes and approved resulting in updated versions of the Fence Policy and the Nineteenth Amendment. Ashley said that the big change to the documents were that vertical plank fencing will now be permitted to be stained. The stain would be selected by the DRC. The Board would vote on the new policy and amendment at the September Board meeting.

**MOTION:** John Lund and Ben Johnston motioned and seconded to post the Fence Policy and Nineteenth Amendment for public community comment. The motion passed unanimously.

- **Short Term Rental Committee**

Mike Banbury announced the applicant names of the Short-Term Rental Committee. Wolf Gensch, Charles Lozner, Peggy Sontag and Bruce Warren will join the Chair, Gary Lesser on the committee.

Sherry Stripling asked what the thought process was on the number of committee members. Michael Banbury answered that it is best to have an odd number of members on a committee in case there needed to be a tie breaker on a decision. Sherry noted that she has no issues with the people who were selected for the committee but wondered if any realtors volunteered to be in the committee. Michael Banbury replied that no realtors had submitted a statement of interest.

**MOTION:** Sherry Stripling and RJ Spurrier motioned and seconded to

approve the candidates presented to the board for the Short-Term Rental Advisory Committee. The motion passed unanimously.

## VIII. New Business

- **Eighteenth Amendment, Xeriscape & Ground Cover**

Jessica Hennessy, Director of Design Review and Admin Services, shared that there are currently two sections of the Design guidelines that are actually out of sync with Colorado law. Sections 6.20 and 6.21. She continued to say that the proposed Eighteenth Amendment rewrites sections 6.20 and 6.21 so that the RVR design guidelines are in alignment with Colorado law and encourages water conservation practices and the use of drought tolerant landscape.

Michael Banbury stated that he saw the lot coverage/gravel surface was bumped to only 6% in the proposed amendment. Michael did not think that was adequate and asked if that could be bumped up to at least 12%. Jessica replied that she believed the DRC would be receptive to that increase.

Board Director, RJ Spurrier, shared his dislike for the small amount of allowable 6% Gravel coverage on RVR homesites. He continued to say that with his experience of having gone through the design review process recently, he has looked at other HOA's guidelines and found that no other HOA is carving out xeriscaping separately from a typical landscape design. RJ noted that all the designs need to be approved by the DRC anyway, so all the guidelines and rules listed in the new amendment are unnecessary.

Jessica shared that many have a misconception of what xeriscaping actually is and that perhaps the listed items were inserted as a way to try and assist homeowners and guide them on how to accomplish a true xeriscape.

RJ stated that the new amendment should simply emphasize that we encourage the use of xeriscape principles and water conservation practices in landscape plans.

Ben commented that more gravel usage should definitely be raised and that any changes should be reviewed by the HOA's lawyer to make sure we are in compliance with Colorado law.

Laura Hansen asked about the number of Shrubs and trees that are required by the guidelines and if that number has stayed consistent throughout the years. Jessica answered that, the required number was recently reduced by the fourteenth Amendment in 2019. RJ asked that the DRC should

communicate with the board and wants to empower the DRC to put in front of them what they really think a good drought resistant number would be for homes in RVR. RJ added that the Board is happy to receive a new perspective on shrub and tree counts.

Ben Johnston stated that the entire DRC guidelines should have a fresh look and many things have changed over the years since they were written. Michael thought a comprehensive reevaluation of the guidelines is good idea.

- **Check Signing Threshold**

Ashley went through the new check signing guidelines that will be implemented by staff. Currently, the process of getting checks signed can take over a week which can be frustrating to vendors and homeowners who have construction refunds due to them. Our current guidelines state the following for check signing:

- Checks over \$5,000 require 2 Board signatures.
- Checks between \$2,500 and \$5,000 require 2 signatures, one which can be GM and one Board.
- Checks under \$2,500 require 1 signature.

Management proposes the guidelines be changed to a simpler formula:

- Checks \$5,000 or more require 2 signatures (of any signers)
- Checks under \$5,000 require 1 signature (of any signer)

Secondly, Management recommends that the following Board Members become check signers, in addition to the GM:

1. President
2. Vice President
3. Secretary

Ashley continued to say that the combination of these changes to our check signing guidelines will allow for a quicker payment of our stakeholders and changing signers each year, while still maintaining strong internal controls.

## **IX. Adjourn**

**MOTION:** John Lund and RJ Spurrier motioned and seconded to adjourn the meeting. The meeting adjourned at 6:56 p.m.



## RIVER VALLEY RANCH

### Short-Term Rental Advisory Committee Report to Board, September 2022

#### Background:

This committee was established by the Board following a community survey this summer, where 78 percent of RVR homeowners said they wanted short-term rental restrictions. The Board has given the committee the task of recommending what short-term rental restrictions are appropriate for RVR. In today's RVR governing documents, the only restrictions regarding leases are these:

- The owner must provide a lease on file at the Ranch House
- The owner can only rent an entire unit; individual rooms may not be rented
- There is no minimum lease period.

The committee has met twice. At the first meeting, on September 6, the committee reviewed various materials regarding short-term rentals. The goal was to make sure all committee members understood the issues, including considerations RVR's legal counsel had suggested we look at. This meeting was strictly informational.

At the committee's second meeting, on September 14, it methodically and thoughtfully reviewed nearly 20 issues connected to short-term rentals. Before deciding on each issue, the committee discussed what its guiding values and principles were that would drive their decision-making process. In this way, the committee's recommendations were not arbitrary, but based on unanimously agreed-upon criteria.

Here were the committee's guiding principles as they reviewed each of the issues:

- Preserve property values
- Build community
- RVR is a neighborhood, not a resort. RVR was never intended to be a vacation rental community.
- Proactively address a problem, before it becomes a problem that can no longer be solved
- Eliminate, or minimize, churn (the constant turnover of short-term rentals)
- Act, based on what we believe the community has said it wants
- Maintain the residential feel of RVR as it is today
- Address the long-term rental housing issue prevalent in Colorado's mountain communities, including Carbondale
- Simplicity and ease of understanding the eventual recommendation to the Board, and then to the community



## RIVER VALLEY RANCH

### Recommendations:

At the September 14 meeting, the committee used the “Scorecard” document (attached) to walk through each of the issues under consideration. The following is a summary of the committee’s recommendations, based on that “Scorecard.”

- 1. The Town of Carbondale’s STR ordinance is not adequate for RVR.**
  - a. This was the committee’s first decision. It was based on the Town’s ordinance not sufficiently addressing our guiding principles.
  - b. Before voting on this issue, we acknowledged that if the Town’s ordinance was adequate for RVR, no further RVRMA action would be needed, and the committee would adjourn.
- 2. The minimum lease term is 30 days.**
  - a. This means there will be no Short-Term Rentals at RVR.
- 3. Limit the number of leases per year for each residence to no more than six.**
  - a. This was done to minimize churn, and with the knowledge that most leases within RVR are for 12 months, or longer.
- 4. If a property is rented, the entire residence must be rented. A single room or portion of the residence may not be rented.**
  - a. This is consistent with RVR’s current Master Declaration language.
- 5. Subletting is precluded**
- 6. Leasing is allowed only to a single family in one residence.**
  - a. This is consistent with RVR’s current Master Declaration language, which says:
    - i. A “family” is comprised of no more than 2 principal adults; And, the legal dependents of the 2 principal adults
    - ii. No more than 2 additional family members (adults or children) who are related by blood or marriage to said principal adults
    - iii. For ADUs and CTUs: leases are strictly limited to occupancy by no more than 2 adults and legal dependents of one or both of said adults
- 7. The restriction applies to leases, licenses and any other rights of occupancy.**
- 8. Overlapping tenancies are prohibited.**
  - a. This is to address a possible loophole, where a homeowner could lease for 30 days, then after (for example) 5 days, start another 30-day lease.
- 9. Preclude timeshare, interval, or “club membership” ownership arrangements – eg, LLC owner sells membership interests that allow use of residence during part of the year.**
  - a. An exception to this would be families. The committee wants RVRMA’s attorney to craft language recognizing this exception.



## RIVER VALLEY RANCH

10. **Require registration with RVRMA. Require local, on-call contact person. Include authority to impose fees and fines (by the Board)**
  - a. These three requirements are all related to management's task of overseeing the short-term rental policy.
11. **For purposes of the Short-Term Rental amendment, ADUs (Auxiliary Dwelling Units) and CTUs (Caretaker Units) are treated the same as individual homes, with one exception: Unlike homes, where owners are limited to six leases per year, ADUs and CTUs may have up to 12 leases per year.**
  - a. Following a great deal of discussion about giving ADUs and CTUs an exception and allowing them to be leased short term, the committee thought the above was the best compromise.

\*\*\*

As noted on the "Scorecard," there are a number of issues and considerations the committee thought were *not* needed. For your information, these issues and considerations are listed below, but are not part of our recommendation.

- **Exemptions for family members**
  - Not needed. What happens within a family is not RVRMA's business.
- **Allow one lease per year, less than the minimum lease term.**
  - Since we recommend NO short-term rentals, this was unnecessary.
- **Whether to limit the number of leases per year for the entire community and create a permit system.**
  - There was a great deal of discussion on this issue, over the concern of whether there should be a threshold of rentals, beyond which RVR became too saturated with rentals. The committee was convinced this wasn't a concern.
- **Whether to require a minimum period of ownership before renting.**
  - At one point in the discussion the committee voted on a requirement that the property owner must own the unit for a year before leasing it. This provision was designed to discourage speculators. But after thoughtful dialog, the committee reconsidered its position, and decided this restriction could be harmful to property values in the event of a severe real estate downturn, *a/a* 2008-09.
- **Whether to limit use of common elements, or charge fees.**
  - This is currently handled by Policy, and the committee felt it unnecessary to include as part of the amendment.
- **Preclude more than one lease during the minimum lease term.**
  - This is addressed by #8 above.
- **Exceptions and GM Discretion**
  - The committee considered whether the proposed amendment should allow exceptions, and whether the GM should have discretion to make exceptions. We unanimously thought that was a bad idea.



## RIVER VALLEY RANCH

### Attachments (links):

- [STR timeline for RVR and Town of Carbondale](#)
- [Agenda, Committee Meeting #1](#)
- [Agenda, Committee Meeting #2](#)
- [Considerations / issues for committee](#)
- [Aspen Glen STR amendment](#)
- [Aspen Glen STR amendment, SUMMARY](#)
- [Town of Carbondale STR ordinance](#)
- [Town of Carbondale STR ordinance SUMMARY](#)
- [List of STR permits in Town of Carbondale](#)
- [“Scorecard” for Committee Meeting #2](#)

### Summary:

The committee believes it has produced recommendations that the community will support, and are consistent with the committee’s guiding principles. Once the Board accepts the committee’s recommendations, the committee’s work is formally done. After that, the next steps are for RVRMA’s legal counsel to draft language that reflects the committee’s recommendations; that language, if approved by the Board at its October 2022 meeting, would be a proposed Amendment to RVRMA’s Master Declaration. The amendment would replace existing language in the Master Declaration relating to rentals and leases. The amendment would require approval by two-thirds of all RVR lot owners to take effect. The details and timing of the vote would need to be determined by the Board, in concert with RVRMA management.

Respectfully,

### Short-Term Rental Advisory Committee

Wolf Gensch  
Charlie Lozner  
Carl Hostetter  
Bruce Warren  
Gary Lesser, Chair



## General Manager's Monthly Report to the Board of Directors

**September 28th, 2022**

### Governance

- We submitted revised DRC guidelines after receiving feedback at the last board meeting. Xeriscaping amendments to the DRC Guidelines are being presented for board approval.
- HB 22-1137: we have received revised policies from our attorney which will be voted on in this board meeting.
- In keeping with our previously submitted budget timeline, management has finalized a tentative budget for 2023. This budget is based upon a year end forecast and will be trued up as we close subsequent months.
  - We plan to present a tentative budget to the Board during its October session.

### Staffing

- Our summer seasonal pool staff is no longer active
- Seasonal landscaping staff will remain on board throughout October as we complete blowouts.

### Operations

- We are preparing for irrigation blowouts in October. We have budgeted overtime to cover the extra man hours.
  - We project the week of 10/3 for the Parks, Ranch House and common areas. We hope to start homes on 10/10.
- Painting is nearly complete in Settlement. We have three homes remaining. Rainfall has hindered work during late summer, but we are on track for completion.
- Previously installed Starlink (internet) is installed at the Ranch House and is working well. We have also moved beyond the pre-construction phase with Comcast, which will bring a cable line under the street to the Ranch House.
  - Comcast expects this to be completed by 10/14/2022.
  - Once active we plan to use Starlink in conjunction with Comcast to ensure that our internet has a backup in case of outages.
- The concrete at the main entrance will be re-sealed with added texture to increase slip resistance in the coming weeks.
- Key members of the irrigation crew have gone through QWEL training (qualified water efficient landscaping). This is a requirement in Pitkin County and we thought it best to train our team.
- Management will be conducting an "RVR Census" in the coming weeks. We will be asking some necessary questions to ensure compliance with HB 22-1137. We will also be seeking some additional information to ensure accuracy of records.

### **Sub-Associations & Neighborhoods**

- **The Boundary** –
  - 10/13 Boundary Board Meeting
- **Crystal Bluffs** – No Report
- **24/Fairway Residences** – No Report
- **Old Town** –
  - Painting is complete
- **The Settlement** –
  - See above for painting update

## Ranch House Report 9.28.2022– Ali Royer, Director of Programming & Community Engagement

### Fitness – August

Group classes had low participation in August, which is typical: many members enjoy exercising outside during this time of the year.

### Ranch House Usage - August

1. We had 4,737 check-ins at the Ranch House for the month of July
  - a. 3,405 were homeowners
  - b. 275 were monthly Thompson Corner or ADU members
  - c. 633 were tennis members
  - d. 424 were staff, fitness instructors, transferred memberships, or non-members (kids camp)

### Tennis

Cristina was almost fully booked 6 days/week with lessons, clinics, and events. The busiest days and times on the courts are M/W/F 9:30-11 a.m. We were finally able to correct a Club Automation issue: members are now able to start booking courts at 7a.m. rather than midnight.

- Tennis Clinics, lessons, events, and other services: \$19,015

### Pool

The pool was busy!

- Food and Beverage Sales \$7,663,56 (budgeted \$5K)
- Guest Fees \$7,140 (budgeted \$5k)

Many of the summer employees started heading back to college mid-August, but we were able to remain open and staffed most days through Labor Day. The pool will stay open (unstaffed) while weather cooperates, and it is still being used. Members are happy the pool is continuing to remain open as long as possible.

### Events

#### August Events:

- National Rum Day Cocktail Event





- Meet the Artist Kids Edition



## **DRC Report September 2022 -Jessica Hennessy**

The last three DRC meetings (Aug. 25, Sept. 1 & Sept. 22) have shown a deceleration in applicants. We are fielding more inquiries regarding remodels/renovations at this time. Administrative requests are at a steady rate of approximately **four** per week.

The following projects were reviewed by the DRC in September:

**Lot: Z22, 394 Crystal Canyon**  
**Final Review: First Preliminary**

**Lot: D14, 3910 Crystal Bridge**  
**Review Type: Exterior Remodel**

Notable DRC numbers:

- There are currently **24** homes in the construction phase (from breaking ground to the final inspection phase/closeout).
- There are **six** applicants in the Preliminary Design Review phase.
- There are **13** applicants finalized by DRC and waiting on permits from the Town of Carbondale.
- There are currently **43** total active DRC files.

## **Financial Report**

August 2022

Prepared by James Maguire

### **Budget vs Actual**

For year-to-date, we are still running very close to budget. Budgeted income was \$2.031 million, and we brought in \$2.071 million, which is a surplus of \$40K or a 2.0% variance. As has been the case all year, DRC fee income has far exceeded our expectations. Of the \$40K surplus, \$37K is directly from DRC fee income.

Budgeted COGS were \$189K and we spent \$199K, which is \$10K over budget. However, this is to be expected since COGS are in proportion to income.

Budgeted expenses were \$1.824 million, and we spent \$1.821 million which is less than a 1% variance of \$3K. We had a couple large expenses in August including 2 pool pumps, an impeller, and a heat exchanger for a total cost of \$11K and weed spraying of the common areas for \$15K.

Our bottom line is running at a surplus of \$31K. In preparation for the budget, we have projected a forecast through year-end. We expect to be close to \$0 or at least within 1% variance on our bottom line.

### **Reserve Funds**

The beginning RVRMA reserve fund balance in August was \$1,836,459.

Total reserve income was \$34,328 and no reserve funds were spent in August.

The ending balance in the reserve account was \$1,870,787

### **Investments**

After another meeting with Edward Jones, it was decided to invest another \$490K into 2 two-year CD's since the interest rates have gone up. We will earn 3.35% interest on these or \$16K per year. These will show up on the September balance sheet.

Additionally, we still have 5 CDs valued at \$634K and 1 at First Internet Bank valued at \$249K which are earning a little over \$1K per month in interest.

We also moved \$250K from our operating account to our Edward Jones insured deposit account in order to keep the operating account within the \$250K FDIC insurance limit. As of August month-end, the insured deposit account at Edward Jones had a balance of \$1.7 million. The interest rate on this account has recently increased to over 1%.

### **Budget**

Ashley and I have made a lot of progress on the budget and will have a proposed budget to the Board President and Treasurer by September 26<sup>th</sup> for their review and feedback.

**River Valley Ranch Master Association**  
**PUBLIC - Profit & Loss Budget Performance**  
**August 2022**

	<b>July</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Annual Budget</b>
<b>Income</b>					
Assessments	198,332	197,600	1,584,570	1,580,800	2,371,392
Memberships	10,344	8,000	47,136	43,000	62,000
Swim & Fitness.	45	700	9,600	6,600	7,500
Tennis Programming Income	19,015	25,000	169,671	179,887	194,887
Homeowner Reimbursable Assessmt	7,987	10,800	71,036	75,800	107,000
Other Income	21,974	21,380	188,852	145,040	214,500
<b>Total Income</b>	<b>257,697</b>	<b>263,480</b>	<b>2,070,865</b>	<b>2,031,127</b>	<b>2,957,279</b>
<b>Cost of Goods Sold</b>					
Swim & Fitness	6,785	5,100	48,192	38,275	55,875
Tennis	22,754	26,000	126,995	125,000	150,000
Concessions	5,968	3,500	21,410	15,800	18,750
Credit Card Fees	273	1,000	2,406	9,500	11,500
<b>Total COGS</b>	<b>35,780</b>	<b>35,600</b>	<b>199,003</b>	<b>188,575</b>	<b>236,125</b>
<b>Gross Profit</b>	<b>221,917</b>	<b>227,880</b>	<b>1,871,862</b>	<b>1,842,552</b>	<b>2,721,154</b>
<b>Expense</b>					
Personnel	116,344	129,766	880,738	925,917	1,429,440
Grounds	53,615	42,625	259,029	265,500	348,000
Irrigation	6,116	10,375	70,305	73,000	99,500
Ranch House Expenses	10,396	8,725	88,123	74,300	112,000
Utilities	13,108	9,555	94,005	73,640	109,200
Administrative	10,548	7,325	71,339	60,140	88,574
Finance	62	250	3,184	2,000	9,000
Design Review Committee	3,664	3,250	35,210	26,000	39,000
RVR Community Expenses	2,941	5,750	44,307	48,000	73,000
Reserve Accounts	34,328	34,453	275,248	275,624	413,440
<b>Total Expense</b>	<b>251,122</b>	<b>252,074</b>	<b>1,821,488</b>	<b>1,824,121</b>	<b>2,721,154</b>
<b>Net Surplus / Deficit</b>	<b>(29,205)</b>	<b>(24,194)</b>	<b>50,374</b>	<b>18,431</b>	<b>0</b>

# River Valley Ranch Master Association

## Public - Balance Sheet

As of August 31, 2022

### ASSETS

#### Current Assets

##### Checking/Savings

Wells Fargo Operating 2674 242,745

Investment Accounts 2,621,389

Total Checking/Savings 2,864,134

##### Accounts Receivable

Homeowner Accounts Receivable 11,941

Total Accounts Receivable 11,941

##### Other Current Assets

Interest Receivable 2,917

Prepaid Expenses 30,784

Undeposited Funds 477

Inventory 759

Total Other Current Assets 34,937

Total Current Assets 2,911,012

Fixed Assets 225,126

**TOTAL ASSETS 3,136,138**

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

Accounts Payable - Vendors 77,904

Accounts Payable - Payroll 48,195

Accounts Payable - Payroll Tax 3,831

Accounts Payable - P&D Deposits 657,750

Total Accounts Payable 787,680

##### Credit Cards

Wells Fargo Credit Card 7,644

Total Credit Cards 7,644

##### Other Current Liabilities

Payroll Taxes Payable 5,939

Prepaid HOA Dues 65,345

Prepaid Income - DRC Fees 32,666

Sales Tax Payable 1,509

AVLT Payable 44,002

Total Other Current Liabilities 149,461

Total Current Liabilities 944,785

**Total Liabilities 944,785**

#### Equity

Reserves 1,922,181

Prior Operating Fund 861,006

Transfers to from Reserves (604,204)

Retained Earnings (31,676)

Net Income 44,046

**Total Equity 2,191,353**

**TOTAL LIABILITIES & EQUITY 3,136,138**

## Outside Services Report – Travis Green

Sprinkler blowouts will begin the week of October 3<sup>rd</sup>. We will have a leaf collection dumpster at the Ranch House, remember this is for homeowner use only, contractors are responsible for hauling off their debris. We look forward to continuing to improve the landscape and irrigation system and are budgeting for next season. When we finish fall clean-up and blowouts, we will replace the timber parking area retaining walls on Cedar Creek and Pioneer Court.

**RIVER VALLEY RANCH MASTER ASSOCIATION, INC.**  
**POLICY AND PROCEDURE**

**ENFORCEMENT OF COVENANTS AND RULES**

Effective \_\_\_\_\_, 2022

This policy and procedure has been adopted by the Executive Board ("Board") of the RIVER VALLEY RANCH MASTER ASSOCIATION, INC. (the "Association") for enforcement of covenants and rules ("Enforcement Policy") pursuant to C.R.S. §§ 38-33.3-209.5(1)(b)(IV) and 209.5(2). This Enforcement Policy repeals and replaces in its entirety the Association's "Enforcement of Covenants and Rules" Policy and Procedures dated May 30, 2019 and shall remain in effect until such time as they may be duly changed, modified, or amended by the Board.

1. Enforcement Committee. Pursuant to Section 9.1 of the Bylaws, the Board hereby creates an Enforcement Committee (the "Committee") to conduct the duties and responsibilities under the Enforcement Policy or delegated to it by the Board, and to constitute the "impartial decisionmaker" under C.R.S. § 38-33.3-209.5. The Enforcement Committee may be comprised of at least 3 but no more than 5 members, one of whom shall be the Committee Chair. The Committee may be comprised of Board Members (Directors) or non-Board Members (non-Directors). At least 1 Board Member (Director) shall be a member of the Committee. The Committee Chair shall be a Board Member (Director). Any non-Board Member (Director) Committee members shall be appointed by the Board. All Committee members shall be bound by the same duties and standards of conduct of Board Members (Directors).
  
2. Reporting Alleged Violations; Complaint Procedure. Any Owner or resident in the community, a Board Member (Director), Association employee, or the General Manager, may submit a written complaint to report an alleged violation of the Governing Documents (i.e. Declaration, Bylaws, Rules, Regulations, Policies, Design Review Guidelines). All written complaints shall be submitted to the General Manager. Each written complaint shall:
  - (i) identify the individual making the complaint (the "Complainant");
  - (ii) identify the alleged violator ("Violator"), if known;
  - (iii) describe the alleged violation, including the location or property on which the alleged violation occurred;
  - (iv) identify the specific provisions alleged to have been violated, if known;
  - (v) state when the violation was observed; and
  - (vi) include any other relevant information.

Except as provided herein, non-written complaints or anonymous complaints will not be accepted; however, Complainants identity may remain confidential at the request of the Complainant, unless needed to provide testimony at a hearing. Complaints failing to include any information required by this provision may be returned to the Complainant for

revision or clarification, or may not be investigated, at the General Manager's discretion. The Board of Directors or General Manager may institute a complaint on their own accord, whether in writing or not.

Violations of the Town of Carbondale Municipal Code should be reported to the Town of Carbondale Police Department.

3. Investigation. Upon receipt of a complaint, the alleged violation may be investigated by the General Manager (or his/her designee) and/or the Board. The General Manager and/or Board shall determine: (i) whether the alleged violation occurred based on the complaint and any additional information obtained through the investigation; (ii) whether the alleged violation threatens public safety or health; (iii) whether the alleged violation has been or may be resolved informally; and (iv) whether enforcement action is warranted.
4. Enforcement Procedure; Notice of Violation. If the General Manager and/or Board determines that the alleged violation actually occurred and that enforcement action is warranted, it shall direct the General Manager to send a Notice of Violation of any provision of the Governing Documents to the applicable Violator and follow the applicable enforcement procedure, as follows:
  - A. *Violations that **DO NOT** Threaten Public Safety or Health:*
    - Notice of Violation. The Notice of Violation shall be issued to a Violator in accordance with Section 14 below and shall:
      - (i) describe the violation;
      - (ii) state the amount of fine to be imposed pursuant to this Policy and/or Schedule of Fines;
      - (iii) state the Violator may request a hearing with the Committee, as an impartial decision maker, to challenge or contest the alleged violation and fine, and that such request must be made within 30 days from the date of the Notice of Violation;
      - (iv) state how to cure such violation and that the violation must be cured within 30 days or fines will be imposed (upon inspection by the Association determining the violation is uncured), including continuing fines for continuing violations until cured; and
      - (v) state that if a hearing is not requested or violation not cured within 30 days, the fine set forth on the Notice of Violation shall be deemed validly imposed and accepted.
    - When Fines May be Imposed. If the Violator has not cured the violation (upon inspection) within such 30-day cure period (or otherwise requested a hearing), the

Association may impose fines until the violation is cured, in accordance with this Policy. The Association shall inspect the unit within 7 days after receiving written notice from the Violator that the violations has been cured pursuant to Section 5 below or the expiration of the 30-day cure period to determine if the violation has been cured, whichever occurs first. Prior to taking legal action for the violation (other than imposing fines), the Association shall provide two consecutive 30-day periods in which to cure a violation.

*B. Violations that Threaten Public Safety or Health:*

- Notice of Violation. The Notice of Violation shall be issued to a Violator accordance with Section 14 below and shall:

(i) describe the violation, including it threatens public safety or health;

(ii) state the amount of fine to be imposed pursuant to this Policy and/or Schedule of Fines;

(iii) state the Violator may request a hearing with the Committee, as an impartial decision maker, to challenge or contest the alleged violation and fine, and that such request must be made within 72 hours from the date and time of the Notice of Violation or fines;

(iv) state how to cure such violation and that the violation must be cured within 72 hours or fines will be imposed, including continuing fines for continuing violations until cured; and

(v) state that if a hearing is not requested or violation not cured within 72 hours, the fine set forth on the Notice of Violation shall be deemed validly imposed and accepted.

- When Fines May be Imposed: If the Violator has not cured the violation (upon inspection) within such 72-hour period (or otherwise requested a hearing), the Association may impose fines until the violation is cured in accordance with this Policy and may take legal action against the Violator.

5. Curing Violations; Notice of Cure.<sup>1</sup>

A. A Violator may cure a violation and provide the General Manager notice of such cure. If the notice of cure includes visual evidence that the violation has been cured which is

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<sup>1</sup> Note: Some violations are simply incapable of being cured – the action itself rather than condition is the violation (e.g. damage to Common Elements; speeding). In such case, a fine may be imposed after the expiration of the applicable opportunity to cure. If a notice of cure is provided, the General Manager may make a finding the violation cannot be cured.

confirmed by inspection by the General Manager, then the violation is deemed cured on the date of the notice of cure. If the notice of cure does not include visual evidence that the violation has been cured, the General Manager shall inspect the violation as soon as practicable to determine if the violation has been cured.

- B. Once the Violator cures a violation, the Association shall notify the Violator in writing that: (a) the Violator will not be further fined with respect to the continuing violation; and (b) the amount of any outstanding fine balance owed.
6. Violations that Threaten Public Safety or Health. The General Manager and/or Board may determine on a case-by-case basis whether a violation of the Governing Documents threatens public safety or health. In addition, the Board finds that violations of the following provisions of the Governing Documents constitute violations threaten the public safety or health: parking regulations, those that impact utilities, construction regulations, acts that threaten or cause damage to Common Elements, and acts involving hazardous materials.
7. Request for Hearing. If a Violator desires a hearing to challenge or contest any alleged violation and possible fine, the Violator must request such hearing, in writing, within the time set forth in the Notice of Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation. If a hearing is not requested within the applicable period, then the Notice of Violation shall constitute an accepted Violation and the fines set forth on the Notice of Violation shall be deemed validly imposed, assessed, accepted, and immediately due and payable.
8. Hearing.
- A. If requested by the Violator, the Committee shall inform the Violator of the scheduled time, place and date of the hearing, provided that the Committee Chair may grant continuances for good cause shown (and no unnecessary delay). The Violator must be in attendance at the hearing. The hearing shall be held in executive session. If the Violator fails to appear at the hearing or otherwise respond, the Committee may proceed with or without a hearing to make a determination regarding the allegations in the complaint and Notice of Violation based on the relevant facts and circumstances.
- B. At the beginning of each hearing, the Committee Chair shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Committee by reading the Notice of Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. The decision of the Committee at each hearing shall be based on the matters set forth in the complaint, Notice of Violation, Request for Hearing, and such evidence as may be presented at the hearing.
9. Decision. Whether or not a hearing is held, the Committee shall render its written findings and decision, and impose a reasonable fine, if applicable. A decision, either a finding for

or against the Violator, shall be by a majority of the members of the Committee present at the hearing. For continuing violations involving real property, the Committee may also issue and present for recording with the County Clerk and Recorder a Notice of Finding of Violation. Upon satisfactory compliance with the Association's Governing Documents, the Notice of Finding of Violation may be released by the Association issuing and recording a Release of Notice of Finding of Violation. A Violator wishing to dispute the Committee's Decision must follow the Association's Alternative Dispute Resolution Policy and Procedure.

10. Fines.

A. The Association is authorized to impose fines pursuant to C.R.S. § 38-33.3-302(1)(k)(I). Unless otherwise provided in the Schedule of Fines, any violation of the Governing Documents will subject the Violator/Owner to a reasonable fine assessment imposed by the Committee on behalf of Association. The Board may determine and adopt a Schedule of Fines; otherwise fines shall be determined by the Committee for each finding of a violation based on the type, severity, repetition, and circumstances of each violation. Total fines for a violation that **does not** threaten public safety or health shall not exceed \$500.

B. In the event of a continuing violation, a fine may be levied for each 48 hour period the violation continues until cured and a separate notice and hearing procedure is not required for each period in which the fine for the continuing violation is imposed. Notwithstanding, each 48 hour period in which a violation remains uncured constitutes a new violation and the Association may elect to provide a new notice of violation for each "new violation," in its discretion.

C. The Committee, in its sole discretion, may amend, suspend, or waive all or any portion of any fines, and on reasonable terms and conditions, if appropriate under the circumstances.

D. Upon imposition of any fine which is on unpaid, the Association shall provide the Violator a monthly statement of account the itemizes all assessments, fines, fees, and charges that the Owner owes to the Association. Such notice shall be sent by first-class mail and by email (if available) to the Owner and any Designated Contact for the Owner.

11. Committee to Conduct Hearing. Unless determined to have a "a direct personal or financial interest in the outcome," the Committee members shall act as the "impartial decision maker" and shall hear and decide cases set for hearing pursuant to this Policy. The Committee may appoint an officer or other Owner to act as the Committee Chair at any of the hearings.

12. Conflicts. Committee members shall comply with the Association's Conflict of Interest Policy and Procedure. Any Committee member who is incapable of objective and

disinterested consideration on any hearing before the Association shall disclose such to the Committee Chair prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Committee member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Committee member(s) results in an even number of remaining Committee members eligible to hear a case, the Presiding Officer may appoint a Board member (Director) or Owner, in good standing, to serve as a temporary voting member of the hearing board.

13. Failure to Appear. If the Violator fails to appear at any of these proceedings, the action of the Committee will stand.
14. Service of Notices. Service of all notices required or permitted to be given hereunder shall be made as follows:

*If to Violator:* By email, personal delivery, posting on the Owner's property, or by U.S. Mail, certified mail, return receipt requested, addressed to the last registered address of the Violator as contained in the Association's records or as permitted by C.R.S. § 38-33.3-209.5(1.7)(a).

**\*Except, however,** notices of violation for violations that do not threaten public safety or health shall be sent by certified mail, return receipt requested.

*If to the Association:* By email to General Manager, personal delivery, or by U.S. Mail, certified mail, return receipt requested, addressed to the Association.

Email service of notice is preferred. Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the third (3<sup>rd</sup>) day following the date of mailing.

Notices shall be provided in a language other than English if requested by the Owner pursuant to C.R.S. § 38-33.3-209.5(1.7)(a).

Notices for collection of fines shall be made in accordance with C.R.S. §§ 38-33.3-209.5(1.7)(a) and (6).

The Owner shall be solely responsible for providing the Association with the information for any Designated Contact or to request that Notices be provided in a language other than English.

15. Collection of Fines; Lien; Foreclosure. Fines imposed shall constitute and be collected in the same manner as assessments pursuant to the Association's Collection Policy and Procedure, which may include recording a lien. Fines alone may not provide the basis for instituting a foreclosure action.

16. Suspension of Rights. Upon a failure to cure by the required time, the Violator's voting privileges shall be suspended and shall be precluded from using the Ranch House and other Association amenities until such time as the violation is cured and any fine paid.
17. Informal Enforcement. Nothing herein shall preclude the Committee or Board from seeking voluntary compliance via informal communication.
18. Remedies Not Exclusive; Deviations. Notwithstanding any provision of this Policy, the Association may use any legal means available at any time to enforce the terms of the Governing Documents. The Committee/Board may deviate from the procedures set forth in this Policy if, in its sole discretion, such deviation is reasonable under the circumstances and in compliance with Colorado law. Fines may be modified by a majority vote of the Committee/Board.
19. Violations or Offenses that Constitute a Present Danger. Nothing in this Policy shall limit the Association's right to immediately act to preserve and protect the Common Elements, the Units, the Owners, occupants or guests pursuant to the Governing Documents or applicable law. If, in its sole discretion, the Board deems that any alleged violation is or may be an immediate or substantial threat of damage to community property or to the health, safety or welfare of the community or an individual, the Board may take the appropriate action necessary to abate the threat and protect property and persons.
20. Responsibility for Actions of Tenant or Guest. Owners shall at all times be responsible for the actions of their tenants and guests. In the event that an Owner's tenant or guest violates the Governing Documents and a fine is imposed, the fine may be assessed against that Owner.
21. Miscellaneous.
  - A. The Committee/Board may determine enforcement action on a case-by-case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Association's Governing Documents, and to create a safe and harmonious living environment.
  - B. Failure by the Association to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.
  - C. The provisions of this Policy shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
  - D. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the common interest community and non-profit corporations.

22. Schedule of Fines. A Schedule of Fines is enclosed as **Exhibit A**. The Schedule of Fines may be amended by the Board.

**CERTIFICATION:**

The undersigned, as President of the River Valley Ranch Master Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Board on \_\_\_\_\_, 2022.

RIVER VALLEY RANCH MASTER ASSOCIATION, INC.,  
a Colorado non-profit corporation

By: \_\_\_\_\_  
President

DRAFT

**RIVER VALLEY RANCH MASTER ASSOCIATION, INC.**  
**POLICY AND PROCEDURE**

**COLLECTION OF UNPAID ASSESSMENTS**

Effective \_\_\_\_\_, 2022

This policy and procedure has been adopted by the Executive Board ("Board") of the River Valley Ranch Master Association, Inc. ("Association") for collection of unpaid assessments (the "Collection Policy") to comply with C.R.S. §§ 38-33.3-209.5(1)(b)(I), (1.7), (6), (7) and (8). This Collection Policy repeals and replaces the Policy dated November 20, 2013 and shall remain in effect until such time as it may be duly changed, modified, or amended by the Board.

1. Due Dates. Installments of annual assessments shall be due on a monthly basis. The monthly installments of the annual assessments (as determined by the Association and as allowed for in the Declaration) shall be due and payable the first day of each month (i.e. January 1, February 1, March 1, etc.). Special assessments shall be due on the date stated on the notice of assessment.
2. Invoice; Statement of Account.
  - A. Owners may request an invoice/billing statement for each installment of the annual assessment (operating assessment and capital reserve assessment) to be sent to the Owner at the billing address on record with the Association. Failure to receive this statement does not obviate the Owner's responsibility to stay current on assessments.
  - B. For any account with an outstanding balance owed, the Association shall provide the Owner a courtesy notice together with a monthly a statement of account that itemizes all assessments, fines, fees, and charges that the Owner owes to the Association. Such notice shall be sent by first-class mail and by email (if available) to the Owner and any Designated Contact for the Owner.
  - C. The Association shall not assess a fee or other charge for providing a statement of account.
3. Late Charges and Interest. Payments shall be considered past due and delinquent when an Owner fails to pay any assessment on or before the fifteenth (15<sup>th</sup>) day of the month in which the payment is due (i.e. if not paid on or before January 15<sup>th</sup>, February 15<sup>th</sup>, March 15<sup>th</sup>, etc.). The Association shall assess a \$50.00 monthly late charge on overdue payments. Past due payments shall also accrue interest from the due date at the rate of 8% per annum.
4. Returned Check Charges. Any returned check charges incurred by the Association shall be assessed to the Owner causing such charge

5. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner; however, such fees shall only be recoverable for fees incurred 30 days after the Association has provided a Notice of Delinquency in accordance with this Policy. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
  
6. Notice of Delinquency. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association must send the Owner a “Notice of Delinquency” specifying:
  - A. The total amount due to the Association, with an accounting of how the total amount was determined;
  - B. Whether the opportunity to enter a payment plan exists and instructions for contacting the Association to enter such a payment plan;
  - C. The name and contact information for an individual the Owner may contact to request a copy of the Owner’s ledger in order to verify the amount of the debt; and
  - D. A statement indicating that action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the Owner’s account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, the filing of a lien against the Owner’s property, the foreclosure of a lien against the Owner’s property (if lien is based on unpaid assessments), that late fees and interest may be imposed, or other remedies available under Colorado Law, including revoking the owners right to vote, right to use common amenities, acceleration of annual assessments, and the termination of services.
  - E. Whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges. If the delinquency concerns unpaid assessments, then the Notice must state that unpaid assessment may lead to foreclosure.
  - F. A description of the steps the Association must take before the Association may take legal action against the Owner.
  - G. For unpaid fines, the Notice must contain a description of the applicable cure process set for the Enforcement Policy.
  - H. A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Governing Documents.

The Notice of Delinquency shall be sent by certified mail, return receipt requested and physical posting on the Owner's property. In addition, the Association shall contact the Owner to alert the Owner of the delinquency by either: (i) first class mail; (ii) text message; or (iii) email.

7. Providing Notices; Records. An Owner may identify another person to serve as a "Designated Contact" for the Owner to be contacted on the Owner's behalf for Notices of Delinquency and other notices provided under this Policy. In such case, notices shall be provided to both the Owner and Designated Contact. Further, Notices shall be provided in a language other than English if requested by the Owner pursuant to C.R.S. § 38-33.3-209.5(1.7)(a). The Association shall maintain a records of communications to the Owner (and Designated Contact), including information regarding the type of communication and the date/time the contact was made. The Owner shall be solely responsible for providing the Association with the information for any Designated Contact or to request that Notices be provided in a language other than English.
8. Board Action for Referral to Attorney or Collection Agency. The Association may refer a delinquent account to an attorney or collection agency only if a majority of the Executive Board votes to refer such delinquent account in a recorded vote in executive session. The delinquent owner may request and receive the results of any vote taken in executive session.
9. Initiating Foreclosure. The Association shall not commence a legal action to initiate a foreclosure proceeding based on an Owner's delinquency in paying assessments, unless:
  - A. The Association complies with all requirements under this Policy and C.R.S. § 38-33.3-316.3;
  - B. The Association provides a written offer to enter into a payment plan in accordance with this Policy;
  - C. Within 30 days after providing the written offer to enter into a payment plan, the Owner either: (i) declines the payment plan; or (ii) after accepting the payment plan, fails to pay at least 3 of the monthly installments within 15 days after the monthly installments were due.
  - D. The Executive Board has formally resolved, by a recorded vote, to authorize the filing of a legal action to foreclose on an individual basis in accordance with C.R.S. § 38-33.3-316.
10. Payment Plan. As required by C.R.S. §§ 38-33.3-209.5(7)(a) and 316.3, the following provisions apply to payment plans:
  - A. The Association shall offer a payment plan to delinquent Owners that occupy their Unit, and did not obtain title to the Unit as a result of a default of a security interest

encumbering the Unit or foreclosure of the Association's lien, and have not previously entered into a payment plan with the Association.

- B. Payment plans shall be for a minimum term of 18 months. Said payment plan must permit the Owner to pay off the deficiency in equal installments over the payment period, or, prior to foreclosure, in an amount chosen by the Owner but at least \$25 per monthly installment. Notwithstanding the forgoing, payment plans shall permit full or partial pre-payment at any time without penalty. The unpaid principal balance of the payment plan shall accrue interest at the rate of 8% per annum until paid in full.
- C. Each Owner who has entered a payment plan pursuant to this Policy is required to remain current with regular assessments, plus make timely payments under the payment plan. An Owner who fails to remit payment of 3 or more installments under the payment plan (within 15 days of due date), or fails to pay all regular assessments as they come due during the effective term, or fails to perform any other obligation under the payment plan, shall be in default of the payment plan. In such case, the Association may at any time thereafter terminate the payment plan and refer the delinquent account to an attorney or collection agency for collection action pursuant to this Policy or may take such other action as it deems appropriate in relation to the delinquency.

11. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of assessments.

<b>Due Date</b> (date payment due)	1 <sup>st</sup> day of each month (i.e. January 1, February 1, March 1, etc.)
<b>Past Due Date</b> (date payment is late if not received on or before that date)	15 <sup>th</sup> day of the month in which payment is due (i.e. January 15, February 15, March 15, etc.).
<b>Notice of Delinquency</b>	Any time after payment is past due and delinquent. Owner shall have 30 days to pay or request payment plan.
<b>Referral to Attorney; Record Lien</b>	Any time after Notice of Delinquency and Action by the Board.
<b>Initiate Foreclosure</b>	Any time after Owner fails to enter payment; payment plan terminates; and Action by the Board

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

12. Application of Payments. All payments received on the account of any Owner shall be applied in the following order: (1) unpaid assessments; (2) any and all attorney fees, legal fees and costs incurred, including lien fees; and (3) fines, late charges, and interest. Checks containing a restrictive endorsement on the back will be returned to the Owner and the amount tendered shall be considered unpaid.
13. Legal Remedies Available to the Association. The Association is authorized to pursue all available legal remedies for collection pursuant to the Association's Governing Documents and Colorado law, including, but not limited to:
  - A. Recording a lien against the delinquent Owner's Unit;
  - B. Filing of a suit against the delinquent Owner for a money judgment;
  - C. Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board;
  - D. Filing necessary claims, documents and motions in bankruptcy court in order to protect the Association's interests;
  - E. Filing a court action seeking appointment of a receiver; and
  - F. Garnishment and attachment.
14. Suspension of Rights. After any assessment or other charges due to the Association becomes thirty (30) days past due and delinquent, the Owner's voting privileges shall be suspended during the period of the delinquency and the Association may cease to provide any and all services to such Owner and prohibit the use of any common amenities by such Owner.
15. Judicial Foreclosure. Judicial foreclosure may only be commenced if the Owner is delinquent in the payment of assessments, but not if the delinquency consists of only fines, late fees, interest, or attorneys fees. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds an amount equal to six (6) months of common expenses assessments based on a periodic budget adopted by the Association and in accordance with this Policy.
16. Defenses/No Right to Offset. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges,

late charges, returned check charges, attorney fees and/or costs as described and imposed by this Policy. There is no right to offset. An Owner may not withhold assessments owed to the Association on the alleged grounds that the Owner is entitled to recover money or damages from the Association for some other obligation.

17. Credit Report. In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.
18. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the common interest community.
19. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
20. Amendment. This Policy may be amended from time to time by the Board.

**CERTIFICATION:**

The undersigned, being the President of the River Valley Ranch Master Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Board on \_\_\_\_\_, 2022.

RIVER VALLEY RANCH MASTER ASSOCIATION INC.,  
a Colorado non-profit corporation

By: \_\_\_\_\_  
President



## **RIVER VALLEY RANCH**

### **RIVER VALLEY RANCH MASTER ASSOCIATION (RVRMA) Fence Policy**

Pursuant to Section 9.9 of the Amended and Restated Master Declaration of Protective Covenants (“Declaration”) and in compliance with the Procedure for Development Adoption and Amendment of Policies, Procedures and Rules, the River Valley Ranch Master Association (“RVRMA”), acting the Executive Board, has the power to adopt, amend, repeal, and enforce Master Rules and Regulations as the Executive Board may consider necessary, desirable, or appropriate with respect to the operation of RVRMA, use and enjoyment of the Master Common Areas, and the use of other property within the Common Interest Community, including Lots and Units.

The Executive Board has received numerous questions, complaints, and inquiries associated with fences located throughout the Common Interest Community, including, without limitation, maintenance obligations, repair obligations, and improvement obligations. The Common Interest Community contains an abundance of fences, some of which are located on Owners’ Lots or Units and some of which are located in the Master Common Areas. Given the outward facing nature of fences, fences have a direct and acute impact on the aesthetic of the Common Interest Community. The Executive Board therefore deems it desirable and appropriate to adopt this policy, which is intended to clarify issues related to fences and preserve the aesthetic of the Common Interest Community.

Pursuant to Section 2.25 of the Declaration, “fences” are included within the definition of “Improvements.” Section 3.3(a) of the Declaration requires that all fences, whether the responsibility of an Owner or RVRMA, must be “kept and maintained in a clean and attractive condition and in good order, condition, and repair.” Section 3.3(a) also imposes an obligation on all Owners and the Executive Board to use “a reasonable standard of care in providing for the repair, management, and maintenance of the fences for which they are responsible so that the entire Common Interest Community will reflect a pride of ownership.

Pursuant to Section 4.18 of the Declaration, no fence may be commenced, constructed, placed, located, or removed within the Common Interest Community (including on Lots) without approval from the Development Review Committee (“DRC”) and in compliance with the Master Development Guidelines (“DRC Guidelines”). Pursuant to Section 3.1 of the Declaration, any addition, change, or alteration to a fence is subject to the prior written approval of the Development Review Committee (“DRC”).

There are generally two types of fence types permitted in the Common Interest Community under the DRC Guidelines, primarily consisting of corral fences and, in limited circumstances, vertical plank fences. The requirements and guidelines for fences are addressed in the Ninth Amendment to the DRC Guidelines.

To provide further clarity to the Owners and RVRMA, the Board adopts the following policy and procedure with respect to fences in the Common Interest Community:

1. **New Fences.** Any new fence must be installed and constructed in accordance with the DRC Guidelines and be approved by the DRC. When a Lot or Unit Owner wishes to install a new fence along its property line, the Lot or Unit Owner must, at its sole cost and expense:
  - a. have the Owners' Lot or Unit surveyed and staked by a surveyor licensed in Colorado;
  - b. obtain approval from the DRC, in writing; and
  - c. ensure that posts and horizontal components of the new fence are located inside the Lot or Unit Owner's property line.
  
2. **Modification of Fences.** Consistent with the Declaration, any modification, alteration or change to an existing fence must be approved by the DRC, in writing.
  
3. **Maintenance Obligations.** With respect to any fence located on an Owner's Lot or Unit and/or any fence that serves to enclose an Owner's Lot or Unit, repair, replacement, management, maintenance and all costs incidental thereto (collectively, "Maintenance Obligations") for such fence are the Lot or Unit Owner's responsibility. With respect to any fence located in a Master Common Area (excepting a fence on the Master Common Areas that serves to enclose an Owner's Lot or Unit), Maintenance Obligations for such fence are RVRMA's responsibility.
  
4. **Standard of Care.** At all times, Owners must exercise their Maintenance Obligations in accordance with the Declaration, DRC Guidelines, the Bylaws, applicable laws, rules, regulations, and polices. This includes, without limitation, ensuring that Owners obtain approval from the DRC for replacement and repair of existing fences. In exercising their respective Maintenance Obligations, the Owners and RVRMA will employ a reasonable standard of care so that the entire Common Interest Community will reflect a pride of ownership, including, without limitation, ensuring that fences are attractive, fences are clean, fences are in good order, fences are functional, fences are intact, fences are whole, fences are not broken, fences are not unreasonably disintegrating, and fences are not unreasonably worn.
  
5. **Property Line Fences.** When a Lot or Unit Owner ("Owner 1") wants to remove or replace an existing fence along its property line, Owner 1 may do so without the approval of the Owner of the Lot or Unit on the other side of the fence ("Owner 2") only if the fence is entirely within Owner 1's Lot or Unit (as demonstrated by a survey from a surveyor licensed in Colorado).

If the existing fence straddles the property line of Owner 1 and Owner 2, Owner 1 must obtain written approval of Owner 2 before removing or replacing the existing fence. If an existing fence straddles the property line of Owner 1 and Owner 2, Maintenance Obligations for such fence are the joint and several responsibilities of Owner 1 and Owner 2.

6. **Vertical Plank Fence.** Any new or replacement vertical plank fence must be the same height as the vertical plank fence being replaced or adjacent to the vertical plank fence. An Owner may not remove a vertical plank fence without replacing that fence with a vertical plank fence of matching size and style, subject to approval from the DRC. For existing vertical plank fences, the Owner of a Lot or Unit on the other side of the existing vertical plank fence has the right to install new vertical planks matching size and style to the existing vertical planks.

7. **No Staining or Painting.** Unless otherwise authorized by the DRC Guidelines or the DRC, Owners are prohibited from painting or staining fences.

8. **Public Facing Fences.** Notwithstanding anything herein to the contrary and in the interest of maintaining the aesthetic of the Common Interest Community, with respect to any fence that borders Master Common Areas, a public street, the golf course or that RVRMA determines to have a public facing component, RVRMA may, in its sole discretion and at its expense, stain the public facing aspect of such fence.

9. **Enforcement.** The Executive Board may exercise its enforcement powers for an Owners failure to comply with this policy, consistent with the RVRMA's policy concerning Enforcement of Covenants and Rules.

10. **Deviations.** The Executive Board may deviate from the procedures set forth in this policy if, in its sole discretion, such deviation is reasonable under the circumstances.

11. **Supplement to Law.** The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law and the State of Colorado governing RVRMA. The above shall not preclude RVRMA or any Owner from pursuing any other remedy it or they may have at law or in equity including, but not limited to, injunction and specific performance.

12. **Replacement.** This policy supersedes and replaces prior policies adopted by the Executive Board dealing with the subject matter herein.

13. **Definitions.** Unless otherwise defined in this policy, capitalized terms shall have the same meaning ascribed by the Declaration.

14. **Amendment.** This policy may be amended at any time by the Executive Board, pursuant to its policies and procedures.

**PRESIDENT'S CERTIFICATION:**

The undersigned, being the President of the RVRMA certifies that the foregoing policy was adopted by the Board of Directors of the RVRMA at a duly called and noticed meeting of the Board of Directors held on this 27<sup>th</sup> day of July, in the year 2022 and in witness thereof, the undersigned has subscribed his/her name.

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**RVRMA President**

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**Date adopted**

# **Nineteenth Amendment To the RVR Master Design Guidelines**

*The following amendment, relevant to Section 6.57 and 6.58 – Fences, Privacy Screens, and Site Retaining Walls of the March, 2010 edition of the RVR Master Design Guidelines, was reviewed and unanimously approved by the RVR Design Review Committee on August 11, 2022.*

## **Section 6.57-6.58 – Fences, Privacy Screens, and Site Retaining Walls**

### **6.57 - General: All Fences, Privacy Screens and Site Retaining Walls**

- a. The nineteenth Amendment replaces in its entirety the Ninth Amendment.
- b. All fences, privacy screens and site retaining walls shall comply with all requirements of the Town of Carbondale and have required permits prior to construction.
- c. All fences, privacy screens and site retaining walls shall be accurately drawn and located using an up-to-date survey. Drawings must show all construction materials, construction details, elevations, and sections, as well as exact locations on the site plan.
- d. All fences, privacy screens and site retaining walls shall permit access for maintenance including adequate access widths and, where necessary, provide gates of adequate width for such access. Gates permitting maintenance access to a fenced in area shall have a minimum clear access width of 60 inches.
- e. Refer to the river Valley Ranch Master Association Fence Policy for additional fence requirements.

### **6.57.1 - Fences – Intent**

- a. Per the RVRMA Design Guidelines (pg.1), it is the intent that all improvements (including fences) maintain a sense of open space linkages to the river and the surrounding hillsides.
- b. Fences shall maintain a visual continuity with adjacent open space uses such as the golf course, park areas or undisturbed native areas.
- c. The DRC will have broad latitude in the interpretation of fence compliance in order to support the overall aesthetic and functionality of RVR. Unique circumstances may result in a more restrictive interpretation of these Guidelines.

### 6.57.2 - Fences - Requirements

- a. Fences shall be wood structures and located as close to the residence property line as practically possible. Fences may connect from the property line back to the residential building(s) at two points.
- b. Fences are not permitted between the front faces of the residence (closest to each side property line) and the street. Although typically not permitted along a side property line abutting a street, on corner home sites the DRC will consider exceptions on a case-by-case basis where the area facing the street is useable recreational space typically reserved for a rear or side yard. However, the DRC's primary objective will be to preserve a consistent streetscape with the rest of the community, particularly with the neighboring home sites.
- c. Where practical, any new fences should respect and "tie into" the design of existing adjacent fencing.
- d. Where an existing fence runs along a neighboring property line, a new fence may not be installed adjacent to, and running parallel with, that existing fence.
- e. In order to meet the intent of the Design Guidelines outlined in paragraph 6.57.1 above, fences shall be limited to a two or three rail unpainted "corral fence" as illustrated on page 45 of the Design Guidelines.
  1. Exception 1: Any lot with under 10,000 square feet, whose rear property line abuts another residential property, may install a Type "A" or Type "B" vertical plank wood fence as illustrated on page 45 of the Design Guidelines, with a maximum height of 6 feet above adjacent ground, along the rear and/or side property lines where a rear or side property line abuts another residential property. When a Type "A" or Type "B" vertical plank fence is installed along a side property line, it shall not extend toward the front property line beyond the mid-point of the depth of the house. Vertical plank wood fences may be coated with a stain where color has been pre-selected by the DRC.
  2. Exception 2: Block A and F fences may be replaced to match the existing fencing in Block A and F.
- f. Corral fences shall have a maximum height of 4 feet 6 inches at the top of rail. The DRC may approve the addition of a 12 or 14 gauge galvanized wire fencing attached to the

corral fence to provide animal control; however additional landscape screening may be required.

### **6.57.3 Privacy Screens**

- a. A privacy screen is an above grade structure within the building envelope built specifically for one of the following:
  - Visual screening of a patio, deck, hot tub or other outdoor living area.
  - Visual screening of parking or service areas otherwise visible from other home sites or public areas
- b. Privacy screens are not permitted between the front face of the house and the street.
- c. Privacy screens must be a visual extension of the design of the residence, and not totally enclose an outdoor area. They should appear to be part of the architecture of the house. The DRC will evaluate privacy screens using the same criteria used in the review of the design of the residence itself.
- d. Materials and colors of privacy screens must be compatible with the residential exterior walls and conform to the same exterior color requirements.
- e. No privacy screen may continue in a disproportionately long unbroken plane. Privacy screens shall extend no more in length than that necessary to accomplish the required privacy.
- f. Privacy screens may not exceed 6 feet in height unless the DRC determines that the aesthetic of the residence might require a slightly higher privacy screen.
- g. Privacy screens must be located inside the building envelope.

### **6.57.4 Site Retaining Walls**

- a. A site retaining wall is a site wall that retains earth on one side.
- b. Exposed construction materials shall be complementary to the exterior walls of the residence and the overall character of the neighborhood.
- c. The finish materials of the retaining wall shall continue down to finish grade so as to eliminate exposed or unfinished foundation walls. When stone veneer is used, the base

course of stone must be 1/3 below grade to give the appearance of a true structural wall.

- d. Maximum height: The objective to minimize site disturbance suggests balanced cut and fill grading solutions, and in turn, reduces the need for tall retaining walls. However, if retaining walls are required and they are separated from the structure of the residence, they may not exceed a height of 4 feet measured from the lowest natural grade adjacent to the wall to the top of wall.
- e. Terraced retaining walls must be offset horizontally by a minimum distance of 3 feet to support viable plant materials in each terrace.

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The RVR Design Guidelines may be amended from time to time by the Board of Directors.

**PRESIDENT'S CERTIFICATION:**

The undersigned, being the President of the RVRMA certifies that the foregoing amendment was adopted by the Board of Directors of the RVRMA at a duly called and noticed meeting of the Board of Directors held on this date 29<sup>th</sup> day of February, in the year 2017 and in witness thereof, the undersigned has subscribed his/her name.

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**RVRMA President**

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**Date adopted**

## Proposed Eighteenth Amendment To the RVR Master Design Guidelines

*The following amendment, relevant to Sections 6.20 and 6.21 – Gravel/Stone Ground Cover and Xeriscape of the November 2017 edition of the RVR Master Design Guidelines, was reviewed and unanimously approved by the RVR Design Review Committee on September 22, 2022*

### **CURRENT (to be deleted)**

#### **Section 6.20 – Gravel/Stone Ground Cover:**

The use of gravel and stone as a ground cover is discouraged. Use of limited areas of stone in hard to landscape areas such as drainage problem areas and walkway pathways will more likely be approved rather than broad large expanses. Gravel/Stone ground cover will be reviewed on an individual basis; however, the following guidelines must be met:

- **Lot Coverage.** No more than 3% of the permeable surface square footage of the net Lot area, including requested drip borders around a house, will be approved. The square footage of all "retained native" areas is to be excluded from these calculations. Gravel/Stone square footage calculations shall be provided on landscape plans.
- **Sizes:** 1-5 inches diameter, except walkways/paths where ¼ to 1 inch material may be used.
- **Samples** of proposed material must be submitted and approved prior to installation.
- **Landscape Weed Fabric** must be installed under all gravel/stone areas, prior to placing stone material.

### **PROPOSED AMENDMENT**

#### **Section 6.20 - Gravel/Stone Ground Cover:**

The use of gravel and stone as a ground cover should be used as a tasteful application. Hard to landscape areas such as drainage areas and adjacent to building foundations will more likely be approved rather than broad large expanses. Gravel/stone ground cover will be reviewed on an individual basis with samples of proposed material submitted and approved prior to installation. RVRMA has given the DRC broad latitude to dictate both qualitative and quantitative elements of landscape designs. The intent is for the landscape architect to work with the DRC in finalizing a landscape design.

### **CURRENT (to be deleted)**

#### **Section 6.21 Xeriscape:**

Professional Designs will be considered as a separate request, but must meet at the minimum requirements, definition, and intent of Colorado state law regarding this issue.

Rock Mulch and Stone Ground Covering does not a Xeriscape make. Please be very familiar with these strenuous state law requirements before submitting plans.

## **PROPOSED AMENDMENT**

### **Section 6.21 Xeriscape, Nonvegetative Turf Grass, Drought-Tolerant Vegetative Landscapes:**

RVR encourages water conservation practices and the use of drought tolerant landscape. Xeriscape, non-vegetative turf grass, and drought-tolerant vegetation designs must be compatible with the overall design themes of RVR. Soil amendments should be added to promote healthy plant growth and reduce water needs. RVRMA has given the DRC broad latitude to dictate both qualitative and quantitative elements of landscape designs. The intent is for the landscape architect to work with the DRC in finalizing a landscape design.

## **CURRENT (to be deleted)**

### **5.20 Siding:**

This should be the primary exterior building material within River Valley Ranch. Boards of 6 inches or greater should be used and profiles of channel rustic, ship lap, tongue and groove or board and batten are appropriate. Due to their natural weathering characteristics cedar and redwood are strongly encouraged. The use of plywood with battens to emulate the appearance of true board and batten is not allowed.

## **PROPOSED AMENDMENT**

### **5.20 Siding:**

RVR encourages the use of wood siding, or materials that are indistinguishable from natural wood. Profiles of channel rustic, shiplap, tongue and groove or board and batten are appropriate. Due to the natural weathering characteristics, Cedar and redwood are encouraged. The use of plywood with battens to emulate the appearance of true board and batten is not allowed. The DRC is empowered to approve siding alternatives that offer fire protection, but they must maintain the aesthetic of natural wood as has been established within the existing architecture of River Valley Ranch. Evidence of long-term durability for any alternative siding materials not seen within RVR must be presented to the DRC.

## **CURRENT (to be deleted)**

### **Section 5.29 Stucco:**

It is to be used sparingly, covering 20% or less of the exterior, and must be used in conjunction with stone and/or wood siding. It must be dark in color, with a light reflectivity of 40% or less, and incorporate frequent control joints and significant textural qualities. When stucco is used it should convey a visual impression of mass by

forming eased or rounded corners with deeply set reveals for door and window openings. Stucco shall be finished in earth-tone colors that are compatible with the natural soils and rock of River Valley Ranch.

**PROPOSED AMENDMENT**

**5.29 Stucco:**

It is to be used sparingly, covering 20% or less of the exterior, and must be used in conjunction with stone, wood siding, or other materials approved by the DRC. It must be dark in color, with a light reflectivity of 40% or less, and incorporate frequent control joints and significant textural qualities. When stucco is used it should convey a visual impression of mass by forming eased or rounded corners with deeply set reveals for door and window openings. Stucco shall be finished in earth-tone colors that are compatible with the natural soils and rock of River Valley Ranch.

**CURRENT (to be deleted)**

**5.32 Prohibited Wall Materials:**

In general, exterior materials are limited to the previously described materials. The DRC has the discretion to allow the use of non-identified materials provided that they meet the intent of the Guidelines. The following materials, however, are specifically prohibited:

- Plastics
- Concrete, either masonry units, precast or formed
- Plywood or T-111

**PROPOSED AMENDMENT**

**5.32 Prohibited Wall Materials:**

The following materials are specifically prohibited:

- Plywood or T1-11

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The RVR Design Guidelines may be amended from time to time by the Board of Directors.

**PRESIDENT’S CERTIFICATION:**

The undersigned, being the President of the RVRMA certifies that the foregoing amendment was adopted by the Board of Directors of the RVRMA at a duly called and noticed meeting of the Board of Directors held on \_\_\_\_\_, in the year 2022 and in witness thereof, the undersigned has subscribed his/her name.

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RVRMA President

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Date adopted

September 21, 2022

Jessica,

In response to recent conversations regarding planting requirements at RVR at the board level, I wanted to provide some background information to facilitate further conversations. Below are several notes regarding the DRC guidelines related to landscaping and on the history of recent updates to the minimum planting requirements:

- The minimum planting requirements were updated in August of 2019 in response to DRC and community observations that the requirement of 1.5 trees per 1,000 had led to overplanting once trees reached maturity.
- The updated guidelines reduced the total number of trees required to 1 per 1,000 sf.
- The updated minimum tree requirements have also been applied to tree removals. Trees can be removed from a lot up to the minimum standards without the need for replacement trees. There have been a number of older properties where a significant number of trees have been removed to alleviate overcrowding.
- It typically takes at least 2 years for a plan to go from DRC approval to the completion of construction including final landscape installation. The first homes that were subject to the new minimum planting requirements are either very new (over the last year or so) or are just now being completed. For example, there are at least 25 homes that were subject to these requirements that are currently under construction. Therefore, the current perception that RVR is overplanted is likely still in reaction to older properties with mature vegetation that fell under the previous minimum planting requirements. My opinion is that it is still premature to consider further reductions to the minimum planting requirements since the effects of the 2019 reduction are only now beginning to be realized.
- There is a provision in the guidelines, section 6.27, that allows Landscape Design plans to be reviewed on a “qualitative” instead of a “quantitative” basis. The DRC relied upon this provision frequently before the guideline update in 2019 by request of homeowners but this has rarely been used or requested since the guideline update. The DRC usually offers this up in cases where there are existing trees to remain or other site constraints where reductions to the amount of required landscaping feel appropriate. In general, there have been very few complaints directly to the DRC regarding the minimum requirements since the guidelines were updated.
- I believe that it is important for the DRC to have written minimum standards to use as a guide and I do not recommend abandoning minimum requirements altogether. In my experience on the board

# DHM DESIGN

evaluating plans, it is rare for homeowners to do more than what is required. The majority of available funds on a project are invested in the home and the landscape is often an afterthought with minimal investment relative to the home. This is particularly true of spec homes built by developers. The finished quality of the landscape and site work for many recent spec homes has been a challenge for DRC and the RVR administrative staff. The guidelines provide concrete regulations that the DRC can point to when issues of quality, quantity and non-compliance arise.

- As a general note, bluegrass sod is not required in RVR. Many home owners are choosing to use native seed and low grow native seed as an alternative. Artificial turf is also allowed based on recent amendments to the guidelines. It has been suggested by a few landscape architects who work in the community, that RVR should consider replacing some of the turf in common areas and ROW areas along the street with low water (low grow) fescue grass to reduce water usage in the community.
- It is recommended that appendix F be updated as a next step. The appendix lists “approved materials” and includes species such as Aspen, Willow trees and Cottonwood trees which have higher water requirements or in the case of Aspen trees, do not do well in the long term at this altitude. The DRC advises against the use of these species during our plan reviews however it would be easier to limit the use of these species if they were removed from the list of approved materials.

Thank you for considering these items and for passing this information along to the Board. I would be happy to attend a Board meeting or work session in the future for further discussion on this topic if that would be helpful.

Best Regards,

Jennifer DiCuollo