



October 28, 2025

Dear Homeowners of the Ranch at Roaring Fork,

With guidance from legal counsel, the Board, which comprises of seven of your volunteer neighbors, are seriously considering a vote for the consolidation of the 1977, 1985 and 2015 Declaration of the RRFHOA Covenants, Conditions, Limitations, Liens and Charges.

The updated amendment removes outdated provisions and multiple documents,

adapts the current approval thresholds,
clarifies Association and Board authority,
revises use and insurance provisions,
adds a buyer working capital contribution, and
strengthens architectural and operational guidelines.

Overall, these changes are designed to enhance efficiency, transparency, and consistency in Association governance while preserving each owner's current voting rights and expense responsibilities.

Here are some details from the latest Zoom meeting of October 07, 2025 :

- Article 5:10(H) will REMOVE the terms "immoral and offensive" from the provision
- Article 7:3 Working Capital Fund: intent is to apply this provision to properties which are intentionally sold at fair market value and NOT legacy. A policy defining the specific exclusions, ensuring transparency for property owners will be prepared by our HOA attorney with passage of the revised amendment.
- Article 5:5 Easements for Encroachments. Not able to control in the Declarations. This is a State regulated property law
- Article 5:10 Use restrictions must be in the Declaration, not Bylaws to be enforceable.
- Article 10:8 Allowing up to 60 days for some Architectural revision requests from homeowners is necessary to give the Board the time needed to obtain professional review it that is necessary. In the majority of applications this does not apply and the review period is usually minimal. In addition, any costs associated with the application process will be incurred upon the applicant and considered as a pass-through expense to the Association.
- Article 3.2: Membership in the Ranch at Roaring Fork with its accompanying privileges is tied to ownership of the unit/lot. They are inseparable. For instance, you cannot sell your voting rights without selling your property as well.

- Article 5:10 (D) Timesharing: current declaration has been quiet on the issue of timeshare. Revised document specifically prohibits this.
- Article 5:10 (B) Subdivision: Continues to be allowed as permitted under CO law, restrictions of the governing document and requirements of CCIOA statutes 38.33-3 212, 213 and 217 . Revised declaration gives the Board the oversight authority to deny any subdivision it deems detrimental.
- Article 10 Architectural Control committee (AAC): Advisory committee to the Board, all final decisions are responsibility of the Board with any arbitrary or capricious decisions void under CO law.
- Article 7:11 Effect of Nonpayment: Cost sharing withing an HOA legally defines an HOA. This is a common statutory provision. Failure to pay assessments by an owner is detrimental to all HOA owners and the association.
- HOA role as attorney-in-fact and delegation of use within common elements. Provisions are standard in ownership documents and necessary for management of insurance proceeds and property interests such as in reconstruction
- Article 5:9 (b) Upon ratification of the revised governing document, a policy will be forthcoming to further define the term “guest” and obligations of the owner to notify the Ranch

Thank you for your continued interest and support in this important project

The Ranch at Roaring Fork Board of Directors.