



Hello New Home Owner,

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

Again, welcome to the neighborhood!

The Board of Directors
Buffalo Creek Homeowners Association

Management and Dues

HOA Dues are \$600.00 annually with an Automated monthly payment plan option outlined below.

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

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

Website: www.BuffaloCreekHOA.com

Architectural Review Guidelines (ARC)

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

Utility Contacts

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

Mail

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

Trash Service

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

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

Contact ARC: arc@buffalocreekhoa.com

Please visit the Gallegos website for information regarding regular and Holiday trash pickup schedule.
[www. GSIwaste.com](http://www.GSIwaste.com)

Buffalo Creek HOA

Annual Meeting of Homeowners January 13, 2022

Registration begins at 6:00 pm Meeting 6:30 pm to 7:30 pm

- I. Call Meeting to Order
- II. Establish Quorums – Board and Homeowners
- III. Introduce the Board
- IV. Presidents Report
- V. Management Reports
 - a. Minutes of Previous Homeowners Meetings - April 8, 2021 - discussion - approval
 - b. Review Annual Financial Statements
 - c. 2022 Budget - discussions
- VI. Homeowners Addressing the Board on Non-Agenda Items (3-minute limit)
- VII. Nomination of Board Members
- VIII. Next Annual Homeowner Meeting - January 12, 2023 - 6:30 pm - Leeper Center
- IX. Adjournment

PROXY

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

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

as the undersigned's true and lawful attorney for the undersigned and in the undersigned's name, place and stead to vote as the undersigned's Proxy at the January 14, 2021 Annual Meeting of the Buffalo Creek Homeowners Association to be held virtually at 6:30 pm or at such other day and time as the Special meeting may thereafter be held by adjournment or otherwise, according to the number of votes the undersigned now or then is entitled to cast: hereby grants the attorney full power and authority to act for the undersigned and in the undersigned's name at the meeting or meetings in the transaction of such business as may come before the meeting as fully as the undersigned could do if personally present, with full power of substitution and revocation; and hereby ratifies and confirms all that the attorney or substitute may do in the undersigned's name, place and stead. **NOTE: Proxies need to be mailed in so as to be received by January 10, 2022 to, Buffalo Creek HOA, PO Box 1182, Wellington, CO 80549, or emailed to; singewald@aol.com or weissersally@gmail.com**

IN WITNESS WHEREOF, the undersigned has hereunto set the undersigned's hand this ____ day of _____, 2022.

(Print Name)

(Signature of homeowner)

(Address)

Buffalo Creek Homeowners Association

Special Homeowners Meeting Minutes

April 8, 2021

MEETING: The Special Homeowners Meeting of the Buffalo Creek Homeowners Association was held at the Leeper Center on Thursday, April 8, 2021. Sally called the Meeting to order at 6:30 pm.

STATEMENT FROM THE PRESIDENT: Sally went over Roberts Rules to try and achieve more orderly meetings. She read from a handout covering the main points she wished to highlight. Procedures for changes to the Minutes was discussed as well as the Call to Order process which will be used to keep the meeting on track with the Agenda.

PRESENT: Board Members present: Sally Weiser, Bryan Lamoreaux, Natalie Ross, and Clayton Graves. A quorum was established. Victoria Benjamin was not in attendance, however joined the meeting virtually at 6:58 pm.

ESTABLISH A QUORUM: A quorum of the Board was in attendance. There were 24 homeowners in attendance with 16 additional represented by proxy for a total of 40. A quorum of Homeowners was present.

MANAGEMENT REPORTS: Bryan made a motion to approve the Minutes from the January 14th Homeowners Meeting, and this was seconded by Clayton. The motion passed by unanimous vote of approval.

HOMEOWNERS ADDRESSING THE BOARD: Chuck Mayhugh, 9049 Painted Horse, had sent out a request by email through the HOA Website requesting some help of the Board and maybe a list of some properties in the HOA that had approved Xeriscape Design that he could review. He did not get a response back. Sally would oversee getting information to Chuck. Bryan pointed to the website as a source of information. Carolyn Goodwin, 8830 Indian Village, who had just moved in, has issues with her yard she would like some help with. Sally said she would like to have guest speakers come in to help homeowners with water wise yard decision ideas.

ELECTION OF BOARD MEMBERS: Sally discussed the election of Board Members. We currently have 4 homeowners who have made it known they are interested in serving on the Buffalo Creek HOA Board. Two candidates, Pat Cordova and Ted Craig were in attendance. The other two, Zach Boyer and Jeff Looney had reported last minute issues that came up keeping them from being able to attend tonight. Sally asked if the attending candidates would like to address the homeowners prior to election. Pat and Ted gave a history of their time in Buffalo Creek and then covered their background of experiences and how those would benefit the community. There were no additional nominations from the floor. Sally closed the nominations. Manager Singewald requested a volunteer to help with the collection and tabulations of the vote. Alden Gaw volunteered and was given the ballot box to collect and tabulate the votes. We would move into the Water discussion and have the results after.

DISCUSSION ITEMS: Wellington Water Bill Survey. Bryan discussed the results to date from the Water Survey. Bryan said we have already received 90 responses back on the survey. On question #1 93% of the people responding said they were not getting all the water they paid for in the price of their house. Question #2 96% of the responses were upset that the Town was taking/restricting their water for additional development. Are you willing to give up more water for future development, 97.8% said no. Are you upset with the Town's current water rationing, resulted in about a 90% very upset, to upset rating? Do you want the HOA Board to represent you to the Town of Wellington, had a 97% yes response? There were a lot of concerns raised in addition covering why did the Town Board allow this to get to this point. There were questions about the large sums of money to date which appears to have been wasted out of the Town's Water Fund. Other suggestions were that the HOA Board should work with others around Town to get people to show up in force and protest. Clayton has made some connections with the press that may help spread the word. Bryan wanted to point out we have information on the website. Sally said the Board would come up with a plan and have it posted on the website. Volunteers from the HOA would be appreciated.

ELECTION RESULTS: Alden presented Sally with the results of the vote. Ted Craig received 31 votes, Pat Cordova 29, Jeff Looney 28 and Zachary Boyer 10 votes. Sally welcomed the 4 new Board Members.

NEXT BOARD MEETING: The next Annual Homeowners Meeting will be held Thursday, January 13, 2022.

ADJOURN: With no further business before the Homeowners, at 7:27 pm Bryan made the motion to adjourn the meeting. This was seconded by Chuck Mayhugh and the assembly voted unanimous to adjourn.

Buffalo Creek HOA - Annual Newsletter

January 2022

Dear Buffalo Creek Homeowner,

On behalf of the Buffalo Creek Homeowners Associations' Board of Directors, this letter is to notify you of the Upcoming Annual Meeting of the Buffalo Creek HOA Homeowners which will be held on Thursday January 13, 2022.

2022 Annual Meeting: The Board of Directors will adhere to the Procedures for Conducting Meetings as adopted on January 1, 2006. If you wish to address the assembly, you will need to register prior to the start of the meeting. Upon the start of the meeting the list of homeowner topics will be delivered to the HOA President/Chair and during the "Address the Board on Non-Agenda Items", the Chair will call on the homeowner for the comment. Comments have a three-minute limit. Each Homeowner has the right to talk without interruption. The Board may elect to reply or take the information for later consideration. Sign in will begin at 6:00 pm and the meeting starts at 6:30 pm. You will need to sign in with name and address. We are required to determine that voting members and those represented as proxy are of good standing.

Your Board of Directors: Sally Weisser - President, Bryan Lamoreaux – Vice President & Website, Clayton Graves - Secretary, Ted Craig – Treasurer, Victoria Benjamin, Pat Cordova, Zachary Boyer and Jeff Looney – members at large.

Board Openings: Buffalo Creek Homeowners Association has a 7-member Board. Bryan Lamoreaux will be retiring and Victoria Benjamin has not been able to attend. We are looking for one Homeowner to fill the vacancy so we can regain our 7-member directive. You do not need to have previous Board experience, you just need to have a couple hours a month (the second Thursday from 7:00 to 8:30 pm), you would be willing to donate to help keep Buffalo Creek one of the most desired neighborhoods in Northern Colorado. (Attendance for the meeting is critical so we meet our Quorum requirements). Please contact the Management Company or a Board Member so we can get a short bio from you to include in our Annual Meeting reminder (January 10th). Email today to either, singewald@aol.com or weissersally@gmail.com.

Annual Disclosure:

- 1) Buffalo Creek HOA is a Common Interest Community; the Declarations were recorded 5/20/2003, under Reception Number 2003-0061450.
- 2) All documents can be found on our website: www.buffalocreekhoa.com
- 3) The fiscal year for the Buffalo Creek HOA is January through December.
- 4) During the 2021 fiscal year all homes were assessed \$40.00 monthly dues, however \$50.00 monthly dues will be assessed in 2022. Homeowners have the choice of Annual Billing or monthly Automated Clearing House (ACH) monthly payments. The Budget for 2021 was \$256,950.00, and the 2022 Budget is \$271,212.00
- 5) Buffalo Creek Insurance Coverage is through American Family Insurance Company. Keith Montey is our Agent, address: 3011 W 10th St #112 Greeley, CO 80634 (970) 353-1533.
- 6) The address of Buffalo Creek Management is PO Box 1182, Wellington, CO 80549 and the telephone number is (970) 568-3170. Buffalo Creek Management is managed by Tim Singewald. Email: singewald@aol.com
Buffalo Creek Management is also insured through American Family Ins. Co.

2021 Year in Review:

Common Area Maintenance: Zak George is our Landscape Contractor, and this next year will be the third year of their three-year contract. Their contract included annual increases to keep up with cost-of-living. The first year under their contract was a learning experience with them getting used to the HOA properties. Last year showed an overall improvement in HOA care. They have been good about responding to issues as they came up.

Gallegos Trash Removal Contract: Gallegos was purchased by Republic; however, they still operate under the Gallegos name. Gallegos did experience some turn over with the purchase and that hit during a period when it was very hard to get people to come in and apply for work. The Covid protocols were an issue. They had a computer issue that had their system down for a period of time. They have worked hard resolving those issues and towards the end of summer they were good about getting things worked out and/or reported. We were notified about a \$2.00 per home, per week price increase, however after discussions pointing out how we've worked with them in the past and how our homeowners were good about complying with their guidelines, we were able to cut that price increase in half. We also retained our Spring Clean-up Day. We will schedule our "Middle of May Clean-up Day" for Saturday, May 14, 2022.

Tree Maintenance: The Board realizes that the trees of the HOA are a huge asset to the community. The Board had a three-year maintenance contract with Tree Top to go through the trees over that three-year period and prune them through their canopy to promote better, fuller, development. They also did a lot of treatments to eliminate and treat for infestations. Most of our Austrian Spruce had the Zimmerman moth infestation which is now pretty much cleared up. Even though we will not be under a Budgeted Tree Maintenance contract, the Board has budgeted \$6,000.00 for continued tree maintenance. We lose about a dozen trees each year and have previously budgeted \$15,000.00 for replacements. For 2022, \$20,000.00 is budgeted.

2021 Possible Projects: **Middle of May is Clean Up Day.** We are planning for May 14, 2022, to be our Spring Clean Up. We have upgraded the time clock on Zone #1, Washington Street, and have planned an upgrade for zone #2, Stampede, for 2022. This upgrade was necessary on zone #1 due to a probable lightning strike which blew out several circuits which we had been able to rig to make work. That time clock was replaced with a remote-control clock allowing maintenance to operate zones by radio, saving a lot of time doing repairs, saving us money.

Home Prices: The fourth quarter of 2021 saw several homes selling for over \$500,000.00. Thirty-six homes (36) sold in 2020, with 2 sold in 2021. We helped a couple dozen homeowners with refinancing allowing them to lock in lower mortgage rates. The average sales price of the last 15 homes sold in 2021 was \$450,350.00.

HOA Monthly Payments: In an effort to save both time and money the Board voted to change the dues collection to either Annual Payments or monthly Automated Clearing House (ACH) monthly payments. You should have already been contacted on picking one of these. Dues were increased to \$600.00 Annually or \$50.00 monthly. Approximately 40 homeowners were sent reminders December 28th. We have about half of these still deciding.

Possible Dues Increase: The Board planned our Budget in light of the recent surge in operating costs being brought on by inflation. The last few months of 2021 the Board considered the possible need to increase the dues higher than the \$50.00 amount we had been discussing. Management negotiated the Trash Collection proposed increase of \$10,419.00 down to \$5,208.00. With other minor adjustments, along with the desire to keep to our disclosures of the \$50.00 dues, the Board determined we would keep the \$50.00 dues for 2022. The Board will continue to remain cost conscious and monitor 2022 to see if an additional increase will be needed in 2023.

Reserve Requirements: HOA's are required by law to have a Reserve Study completed and set up. (The formula is based on the dollar amount of HOA assets and their replacement value) It appears there are not many HOA's who comply with this and are not meeting their requirement; however, Buffalo Creek HOA has attained and maintains the Reserve Requirement. Our goal by 2020 was \$320,000.00 which we met, however going forward without a dues increase in 2021, we fell short.

Issues with Solar Companies: There was a lot of Solar activity in the HOA this year. Please remember that you as the homeowner are required to get the ARC Improvement documents submitted and approved. Most installations went well. There were a few situations where the Solar Company told homeowners they would take care of everything with the HOA but they did not. When reviewing the installation there were a few that were not installed properly and when the homeowners went back to the companies, two homes with different solar companies had issues. The solar representative they were finally able to connect with reported having had to fire everyone that did the installs. One company's owner took care of the issues, the other company moved out of state and refused. It appears one homeowner could not pass inspection from the Town to be able to switch the system on. Please be careful if you decide to go with solar so you do not have issues.

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

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

The Board has voted to authorize a change to the ARC process this past fall. Since 90% of the requests fall into a standard process, the Management Company will now monitor incoming ARC Requests and issue an immediate approval, if possible, for those standard requests. Over the past few months this has resulted in fast turn arounds of a day or two. Requests that do not contain all the information required are also returned rapidly requesting more information. If requests come in that are not standard, those will take longer as those go through the committee process.

**Buffalo Creek HOA
2022 Budget**

	A	B	C	D	E	F	G	H	I
1			2020		Approved		2021		Adjusted
2			Year End		Budget		Year End		Budget
3			12/31/2020		2021		12/31/2021		2022
4	INCOME								
5	Homeowners Assessments		208,320.00		\$208,320.00		208,280.00		\$260,400.00
6	Interest Savings		4,389.11		\$4,200.00		2,339.11		\$3,000.00
7	Late Fee		2,400.00		\$2,700.00		1,870.00		\$2,700.00
8	Fines		7,750.00		\$7,000.00		24,150.00		\$12,000.00
9	Legal		3,181.20		\$4,000.00		1,167.16		\$4,000.00
10	Other		100.00		\$200.00		87.27		\$200.00
11	Transfer In from Reserve								
12	TOTAL INCOME		226,140.31		\$226,420.00		237,893.54		\$282,300.00
13									
14	EXPENSES								
15	Audit / Tax Consulting		275.00		\$300.00		275.00		\$300.00
16	Bank Charges		795.39		\$800.00		829.50		\$800.00
17	Coupon Books		494.12		\$500.00		359.38		\$0.00
18	Insurance		3,962.00		\$4,200.00		4,030.00		\$4,200.00
19	Legal - Other				\$300.00		1,309.00		\$5,000.00
20	Legal - Collections		3,181.20		\$4,000.00		1,167.16		\$4,000.00
21	Management Fees		32,700.00		\$32,700.00		35,418.75		\$45,900.00
22	General Office		563.70		\$600.00		3,157.49		\$3,500.00
23	Postage		510.95		\$550.00		1,114.75		\$500.00
24	Professional Fees				\$100.00		49.00		\$3,100.00
25									
26	Landscape Maintenance		64,715.00		\$63,800.00		63,800.00		\$65,100.00
27	Landscape Extras		4,718.57		\$6,000.00		6,250.90		\$2,500.00
28	Pond Maintenance		2,158.54		\$4,000.00		1,565.10		\$2,000.00
29	Snow Clearing		1,864.75		\$4,000.00		4,400.00		\$5,000.00
30	Sprinkler Repair		21,751.41		\$9,000.00		11,179.01		\$12,000.00
31	Flower Beds		918.67		\$900.00		664.95		\$900.00
32									
33	Tree Maintenance				\$6,000.00				\$6,000.00
34	Tree Contract		15,221.40		\$19,500.00		7,720.80		\$0.00
35	Tree Replacement				\$15,000.00		17,300.00		\$20,000.00
36	Fence Maintenance		537.50		\$5,000.00		5,942.70		\$7,500.00
37	Pump House		14,069.50		\$3,000.00		3,372.39		\$2,000.00
38	Electricity/Irrigation Pumps		6,359.80		\$6,500.00		4,533.96		\$6,000.00
39	Property/Income Taxes		1,901.00		\$2,000.00		1,406.00		\$1,500.00
40	Major Improvements - well								
41	Sidewalk								
42	Miscellaneous / Maintenance		400.00		\$500.00				\$500.00
43	Trash Removal		57,688.00		\$67,700.00		68,104.00		\$72,912.00
44	Capitol Expense		3,828.20						
45	Total Operating Expenses		238,614.70		\$256,950.00		243,949.84		\$271,212.00
46									
47	Profit / Loss		-12,158.39		-\$30,530.00		-6,056.31		\$11,088.00
48									
49	Accounts Receivable		12,976.75				11,131.59		
50	Prepays		(16,069.30)				(-31,276.95)		
51									
52									
53	Checking		26,025.85				84,713.57		
54	Money Market								
55	Certificate of Deposit		100,000.00				50,000.00		
56	Certificate of Deposit		101,131.68				103,396.65		
57	Certificate of Deposit								
58	Certificate of Deposit		104,844.30				104,888.11		
59	Key Bank		105.66				105.66		
60									
61	Total Cash:		332,107.49				341,083.99		
62									
63									
64	Reserve Goal		320,000.00				350,000.00		
65					short of goal		(-8,916.01)		



Buffalo Creek
at Wellington
Homeowners Association

Please return form to

Buffalo Creek ARC

PO Box 1182 - Wellington, CO 80549

970•568-3170

ARC@BuffaloCreekHOA.com

FOR OFFICE USE ONLY

Date Received _____

Critical Date _____

Date sent to ARC _____

Date Received
from ARC _____

Rep _____

Architectural Review Committee (ARC) Improvement Request

Homeowner Name(s): _____ Phone #: _____

Address: _____ Email: _____

Mailing Address if Different from Unit: _____

My Request Involves the Following: ☐ Painting ☐ Deck/Patio Change ☐ Roofing
☐ Drive/Walk Change ☐ Landscaping ☐ Patio Cover ☐ Room Addition ☐ Fencing
☐ Basketball Backboard ☐ Other _____

Description of Improvement (Please include or attach; paint chips, building materials, landscape plans, fence layout, and other plans or brochures for patios, decks, structures, or sheds.): _____

Days Needed to Complete Improvement: _____

* Notify **ARC** via email upon completion at: arc@buffalocreekhoa.com

****IMPORTANT: A DETAILED DRAWING OF ALL IMPROVEMENTS MUST BE ATTACHED TO THIS APPLICATION TO SHOW EXACT LOCATION AND DIMENSIONS OF IMPROVEMENT(S).**

I understand that I **must** receive ARC approval before proceeding with the improvement. I understand that ARC approval does not guarantee approval by the municipalities and that I am required to obtain any and all necessary licensing and/or permits required for the improvement from the Town. I understand that I shall maintain proper drainage away from my foundation and not impeded existing drainage from my lot. I have read the Residential Improvement Guidelines and will comply. I also agree to complete improvements promptly following ARC approval and I understand that the ARC has thirty (30) days from the date that the Request is received to make its decision. Lastly, upon completion of the improvement, I hereby authorize the ARC and Management to enter upon my property for inspection at a mutually agreed upon time.

Homeowner(s) Signature: _____ Date: _____

(Note: This form must be signed by Legal Unit Owner to be considered.)

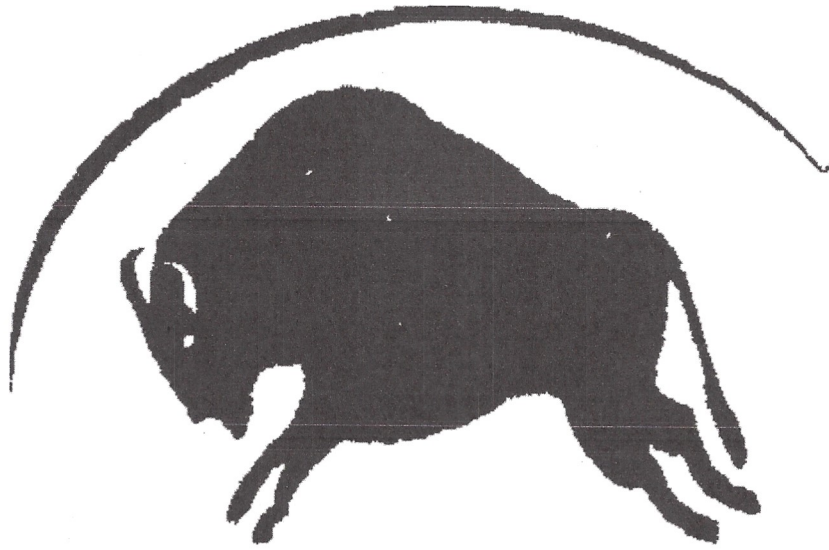
THIS APPROVAL DOES NOT APPLY TO DRAINAGE FROM YOUR LOT OR NEIGHBORING LOTS. QUALIFIED INDIVIDUALS SHOULD MAKE CAREFUL STUDY PERTAINING TO THE PROPER DRAINAGE OF BOTH IRRIGATION AND STORM WATER FROM YOUR LOT AND NEIGHBORING LOTS.

ARC Action

☐ Approved as Submitted ☐ Approved Subject to the Following: _____

☐ Disapproved: _____

ARC Member: _____ Date: _____



BUFFALO CREEK

A T W E L L I N G T O N

www.buffalocreekhoa.com

**RESIDENTIAL
IMPROVEMENT GUIDELINES
AND
SITE RESTRICTIONS**

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

Revised: September 9, 2021
(Guidelines subject to change without notice)

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

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RESIDENTIAL IMPROVEMENT GUIDELINES AND SITE RESTRICTIONS FOR BUFFALO CREEK

I. INTRODUCTION.

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

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

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

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

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

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

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

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

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

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

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

II.SPECIFIC TYPES OF IMPROVEMENTS - GUIDELINES.

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

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

([Submittal form](#) is available on Website)

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

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

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

- 2.4. **Advertising** – See Signs.

2.5. **Air Conditioning Equipment** – Air conditioning equipment, swamp coolers, and evaporative coolers shall be installed in the side or rear yard, be screened from view of adjacent property owners, and installed in such a way that any noise to adjacent properties is minimized. Installation of air conditioning equipment on the roof the house or through the wall of the house is not permitted. Air conditioning in a window of the house, swamp coolers, and evaporation coolers are permitted, but must be approved by the ARC; they cannot face the front of the house. When possible, steps should be taken to reduce the visibility of the window-based air conditioner, swamp cooler or evaporative cooler from the view of the front of the house.

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

2.7. Basketball Backboards (Portable and Permanent) – ARC approval required for pole or garage mounted backboards. Free standing, portable basketball boards may be used, but must comply with city regulations. Previously all moveable basketball hoops were required to be stored out of site while not in use. Due to homeowners request we have amended the Guidelines to allow basketball hoops to be stored in a visible place, but they cannot be left in proximity to the sidewalk, or any other common area when not in use. Portable basketball hoops must be stored, set back, a minimum of seven (7) feet from your property line, or a distance greater than the height of the backboard when not being used. "Rear" and "side" yard pole mounted basketball backboards may be approved based upon, but not limited to, the following considerations:

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

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

2.8. Boats – See Vehicles.

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

2.10. Building/Construction Plans

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

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

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

- Size and square footage of finished space, including floor plans.
- Exterior elevations.

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

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

Other requirements are as follows:

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

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

- Approve or disapprove the plans as required by the Covenants, in writing, on the builder's or owner's set of plans and specifications.
- Failure of the ARC or designated representative to approve or disapprove plans and specifications within 30 days of submittal shall be interpreted as disapproval. Deemed approval shall only apply when matters specifically and sufficiently described in plans and specifications are submitted to, and received by, the ARC and are in full compliance with the Covenants and Guidelines.
- All buildings and improvements shall follow the letter of the plans and specifications submitted and approved by the ARC. **Any changes to approved plans will require the re-submission and additional approval of the ARC.**
- ARC may formulate or adopt guidelines for the assistance or clarifications of the items set forth in the Covenants.
- Approval for one Property does not imply approval for any other Property without the submission of plans and specifications and written approval from the ARC.

2.11 Car Covers or Carports – Not permitted.

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

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

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

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

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

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

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

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

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

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

2.15 Commercial and/or Oversized Vehicles – A commercial vehicle is defined as, but not limited to, a vehicle or trailer that has a business name or logo and/or has equipment attached to or is used for the purpose of providing services to an individual or corporation. No vehicle, whether commercial or oversized, shall be parked in such a manner that it blocks the sidewalk. Only one commercial vehicle per

lot is allowed. Commercial pickups and vans cannot exceed one-ton capacity. Commercial vehicles cannot exceed 10,000 pounds Gross Vehicle Weight Rating. Neither tractors nor their trailers are allowed.

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

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

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

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

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

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

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

2.23 Exterior Lighting – See Lights and Lighting.

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

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

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

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

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

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

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

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

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

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

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

2.30 Junk Vehicles – See Vehicles.

2.31 Lattice Work – ARC approval required.

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

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

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

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

2.36 Patios (Enclosed) – See Additions and Expansions.

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

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

2.39 Play and Sports Equipment – ARC approval required.

2.40 Playhouses – ARC approval required. General guidelines for Playhouses require that they be less than eight feet (8') in height at the peak and have less than 120 square feet of interior floor space. Basic design, materials, and colors must match the residence and must be incorporated into, and at least partially screened, by the landscape features. Metal “A-frame” swings sets are not allowed.

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

2.42 Radio Antennae – Not allowed.

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

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

2.44 Rooftop Equipment – Not allowed.

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

2.46 Sauna – See Additions and Expansions.

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

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

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

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

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

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

2.48 Setbacks – The location and setback of each building on any lot shall be determined in the sole discretion of the ARC. Location restrictions and limitations shall be consistent with all applicable governmental zoning ordinances, subdivision regulations, and building codes. Whenever reasonably possible, side setback should be a minimum of seven feet (7'). Whenever reasonably possible, the front setback for each adjacent house shall be a minimum of twenty -five feet (25') from the front lot line. Whenever reasonably possible, the rear setback shall be a minimum of twenty feet (20') from the rear

lot lines. The ARC may, in its sole discretion, require and enforce varied, less, or more restrictive setback and location requirements, with respect to the various lots located in the Buffalo Creek subdivision. No portion of any improvement or building on a lot may encroach upon another lot.

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

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

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

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

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

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

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

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

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

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

2.51 Signs – No sign shall be located on any lot except reasonably sized signs offering the lot for sale, rent, or lease; except builder or supplier signage during the period of construction, or unless approval for such other sign or signs is obtained in writing from the ARC, said committee reserving the right to disapprove all such requests for signs except those described above. Builder “For Sale”, “For Lease”, or “For Rent” signs must be removed from Property within two (2) weeks from date of closing. Political

signs are allowed no earlier than forty-five days before an election and must be removed no later than seven days after an election. Garage sales can be posted for two days before and up to one day after a garage sale.

2.52 Solar Energy Devices – Colorado law ([C.R.S. 38-30-168](#)) addresses the authority of HOAs to regulate the installation and use of “solar energy devices.”

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

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

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

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

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

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

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

2.53 Spas – See Hot Tubs.

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

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

- 1200 square feet for a tri-level dwelling.

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

2.56 Swamp Coolers – See Air Conditioners

2.57 Swing Sets – See Playhouses.

2.58 Television Antennae – Not allowed.

2.59 Temporary Structures – Not allowed.

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

2.61 Trailers – See Vehicles.

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

- Russian Olive
- Lombardy Poplar
- Siberian Elm
- Boxelder Maple
- Cotton Bearing Cottonwood.

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

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

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

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

- 2.63.3** No motor vehicle or machine will be overhauled or rebuilt on any portion of the property, unless entirely enclosed in a garage or other improvement approved by the ARC, in its sole discretion.
- 2.63.4** Except as otherwise provided, only those vehicles and machines in good running condition, which are currently licensed and registered, are permitted on any portion of the Property.
- 2.63.5** Commercial and/or Oversized Vehicles – A commercial vehicle is defined as, but not limited to, a vehicle that has a business name or logo and/or has equipment attached or is used for the purpose of providing services to an individual or corporation. Commercial pickups and vans cannot exceed one-ton capacity and other commercial vehicles cannot exceed 10,000 pounds Gross Vehicle Weight Rating. Only one commercial vehicle per lot is allowed. No vehicle shall be parked in such a manner that it blocks the sidewalk. No box trucks, semis, tractors, or trailers are allowed.
- 2.63.6** Large Pickup Trucks: Standard Ford, Dodge, and GMC trucks that are not modified welding trucks and/or commercially upgraded, that fall into the F-350 and/or 3500 series are currently allowed within the HOA as long as they comply with all other vehicle and Commercial Truck guidelines.
- 2.64** Vents – All exhaust vents, including but not limited to dryer, cook-tops or range hoods, gas fireplaces, and plumbing vents must be screened from sight.
- 2.65** Walls (Retaining) – ARC approval required.
- 2.66** Wells – Not permitted.
- 2.67** Yard Maintenance – Owners of lots shall cut and control all weeds and vegetation growing on all lots, whether vacant, occupied, or those with improvements under construction. Trees, bushes, and shrubs must not encroach upon the public walkways and/or common area fencing. Branches cannot overhang sidewalks for a minimum of 8 feet and streets by a minimum of 15 feet. Grass areas must be watered and maintained in a green healthy condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any lot, so they are visible from any neighboring lot or streets, except as necessary during the period of construction.
- 2.68** Xeriscaping - (The following guideline pertains to areas of a lot where sod is being replaced, not hardscapes resultant of the original builds and landscaping.) Xeriscaping is defined as landscaping and gardening methods that reduce or eliminate the need for supplemental irrigation beyond the quantity of water that falls as natural precipitation (rain, snow, etc.). This is not to be confused with

“zero-scaping,” where the landscape consists of rocks and other hardscapes, with very few or no plantings. Xeriscaping is not a ‘natural area’ and, while some decorative native species that are drought tolerant might be incorporated into the area, it is not an area that is free from the requirement of regular maintenance (pruning, weeding, etc.) Zero-scaping is prohibited beyond that which existed from the original build and landscaping (large aggregate beds between properties).

- 2.68.1** An ARC Request form must be completed, which includes plans as specified on the form, and submitted to the ARC for approval.
- 2.68.2** To create visual interest, the area must contain a variety of landscape materials and points of interest (rock of various sizes, mulch, plants, boulders, dead/driftwood, birdbaths, statues – see 2.55, etc.).
- 2.68.3** On average, there must be one group for every 100 square feet (10’ x 10’) of Xeriscaped area. A group is defined as three (3) or more plants and collectively, one quarter of the groups must contain or consist of mature plants (4 groups of 3 plants = 3 mature plants minimum.) Please see <http://www.ext.colostate.edu/ptlk/1907.html> for plant types recommended for Colorado Xeriscaping.
- 2.68.4** Artificial turf or plants are prohibited.
- 2.68.5** Weeds and unplanned growth must be removed promptly.
- 2.68.6** All landscape materials must be installed in a manner which prevents them from blowing or washing away and in such a way as to not interfere with the established watershed paths.
- 2.68.7** The ARC reserves the right to approve or reject plans on a case-by-case basis.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Buffalo Creek Subdivision at Wellington Homeowners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on September 9, 2021, and in witness thereof, the undersigned has subscribed his/her name.

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

By Sally Weisser, President
Sally Weisser, President

BUFFALO CREEK ARCHITECTURAL STANDARDS

(REQUIREMENTS ARE SUBJECT TO CHANGE)

ITEMS STANDARD

SQUARE FOOTAGE:

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

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

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

EXTERIORS:

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

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

FASCIA / SOFFITS

Minimum 6" / Minimum 12"

Vinyl soffits shall be permitted.

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

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

Overhang Minimum 12"

Roof Slope 5/12 or greater.

COLORS:

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

ROOFING:

Minimum 30-year, composition shingle. Weathered Wood.

SETBACKS:**Per Wellington Standards**

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

LANDSCAPING:

ARC approval required on all Landscaping changes.

FENCING:

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

TOP OF FOUNDATION:

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

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

Introduction

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

Policy Purpose

The purposes of this Policy are to:

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

Types of Disputes

1. Matters involving past due assessments are not ordinarily considered disputes subject to this Policy. Rather, these are considered matters to be handled in accordance with the Policy for Collection of Unpaid Assessments. If any Owner claims that payment of assessments should be excused or offset by any alleged act or omission of the Association, such Owner's claim will be considered a dispute subject to the procedures in this Policy.
2. Enforcement actions regarding violations of the Association Documents, including proceedings seeking compliance by way of injunctive relief and/or proceedings to impose fines, shall be handled in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). If any Owner claims that any enforcement action should be abated because of any act or omission by the Association, such claim of abatement shall be considered a dispute subject to the procedures of this Policy.
3. All other disputes arising between the Association and any Owner shall be addressed as set forth in this Policy.

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

Notice of Dispute

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

Resolution or Mediation of Dispute

1. Request for Mediation: Within thirty (30) days of receipt of the Notice, the Association and Owner shall make good faith efforts to discuss and resolve the Dispute amicably. If the parties are unable to reach an amicable resolution of the Dispute; either the Association or an Owner may request mediation by an independent third-party mediator. A request for mediation (Request) must be in writing and mailed to the Association or Owner by US Mail, first class postage prepaid to such address of record on the HOA records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the Dispute within thirty (30) days after the effective date of the Request, or such longer time as the Parties may agree upon in writing. The parties shall make reasonable efforts to use free or low cost mediation services to minimize expenses (ie: the Neighborhood Resources Office with the City of Ft Collins), if available. If the mediation does not occur within thirty (30) days (or longer if so agreed in writing), or the parties are unable to settle the Dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.
2. Mediation Fees and Costs: Fees and costs associated with the mediation, if applicable, including payment of fees to the mediator, shall be paid as follows:
 - a. The requesting party shall pay the mediator in advance for the first two hours of mediation.
 - b. If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and Owner(s) and paid at the conclusion of the mediation.
 - c. The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.
 - d. If an Owner requests mediation but fails to appear at the date and time scheduled for mediation, the Owner shall pay all expenses of the Association related to the

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

Continuation of Hearing and Imposition of Fines

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

Continuation of Legal Proceedings

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

Variances

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

Amendment

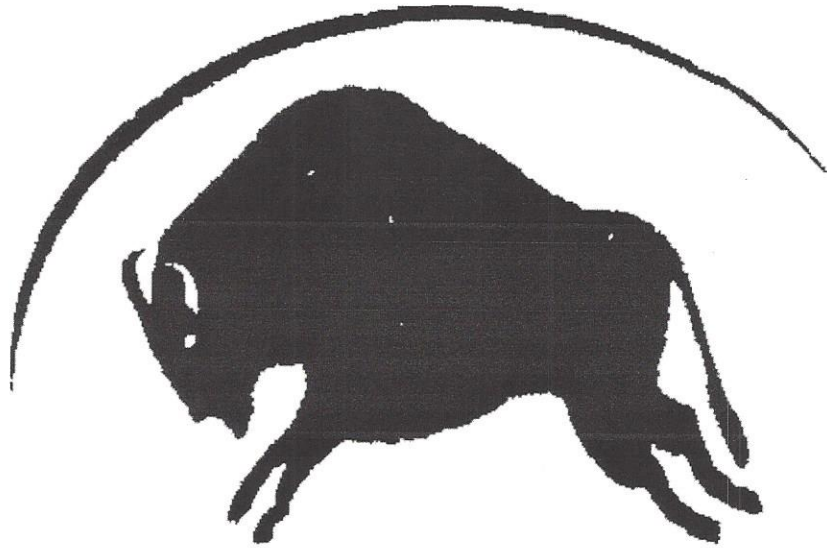
This Policy may be amended from time to time by the Board.

PRESIDENT'S

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

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

By: 
Dan Sattler, President



BUFFALO CREEK

AT WELLINGTON

www.buffalocreekhoa.com

**POLICY
AND PROCEDURES FOR
ADDRESSING DISPUTES WITH HOMEOWNERS**

Approved: November 11, 2016

(Guidelines subject to change without notice)

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

Introduction

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Amendment

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

PRESIDENT'S

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

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

By: 
Dan Sattler, President



BUFFALO CREEK

A T W E L L I N G T O N

www.buffalocreekhoa.com

**Buffalo Creek Homeowners Association
Notice and Hearing Procedures
Covenant Enforcement Guidelines**

Revised: May 14, 2015

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

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

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

- i. If to a Member and/or Lessee** – By personal delivery, which includes email, to the Member and/or Lessee, or by U.S. Mail (postage prepaid), addressed to the last registered address of the Member and/or Lessee as contained in the Association's records.
- ii. If to the Association** – By Managing Agent, personal delivery, email, or U.S. Mail (postage prepaid), addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State or such other address as the parties may be advised in writing.

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

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

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

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

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

- i. First Notice of Violation** – Written warning letter. No Fine.
- ii. Second Notice of Violation** – (15 days after written warning letter): \$50.00 fine.
- iii. Third Notice of Violation** – (30 days after written warning letter): an additional \$100.00 fine.
- iv. Fourth Notice of Violation** – (45 days after written warning letter): an additional \$200.00 fine and subsequent cumulative \$200.00 fines every 30 days thereafter of noncompliance.

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

9. Miscellaneous

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

- ii. The provisions of these Procedures and Guidelines shall be deemed to be independent and severable, and the invalidation of any one or more of the provisions hereof, or any segment thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.
- iii. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- iv. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit, or otherwise describe the scope of these Procedures and Guidelines or the intent of any provision thereof.

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

President, Executive Board



BUFFALO CREEK

AT WELLINGTON

www.buffalocreekhoa.com

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

Revised: May 14, 2015

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

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

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

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

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

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

2. **Complaints**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Supplement to Law** – The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
23. **Deviations** – The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
24. **Amendments** – This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

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

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

By: 
Tim Singewald, President

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
MADISON, WISCONSIN 53783-0001
COMMERCIAL GENERAL LIABILITY COVERAGE PART
DECLARATIONS

POLICY NUMBER
05 XG1192-03

COMPANY CODE
0022-BLBK-CO

NAMED
INSURED BUFFALO CREEK SUBDIVISION AT WELLINGTON HOMEOWNERS ASSOCIATION INC
MAILING PO BOX 1182
ADDRESS WELLINGTON CO 80549-1182

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT - ANY ONE PREMISES	\$100,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON	\$5,000

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION 0001 PREMISES 001
8900 BUFFALO CREEK PARKWAY
WELLINGTON LARIMER COUNTY CO 80549

CLASSIFICATION

CODE	DESCRIPTION	PREMIUM BASIS	RATE		ADVANCE PREMIUM	
			ALL OTHER	PR/ CO	ALL OTHER	PR/ CO
09030	HOMEOWNERS ASSOCIATION PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	395 (007)	1.865 (A)		\$	

A=EACH ONE

007=UNITS

APPLICABLE ENDORSEMENT CHARGES

\$

TOTAL ADVANCE PREMIUM

\$

Forms and endorsements applying to this coverage part and made part of this policy at time of issue:

CG 21 75 01 15	IL 00 21 07 02	IL 75 26 12 05	CG 00 01 12 07	IL 02 28 09 07
CG 21 47 12 07	IL 00 17 11 98	IL 75 02 06 99	CG 21 60 09 98	CG 21 96 03 05
CG 21 67 12 04	CG 77 14 04 02	CG 77 04 07 10	CG 74 01 07 03	IL 75 40 03 16
IL 09 85 01 15	IL 01 25 11 13	CG 21 06 05 14		

AGENT 140-309
KEITH D MONTEY, JR., AGENCY INC
3011 W 10TH ST STE 112
GREELEY CO 80634-5300

PAGE 01
BRANCH KEG
ENTRY DATE 08/26/2022

02-12

CG AF 01 08 18

INSURED ..

Stock No. 05981

0000 00070011 000004 0000



AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
MADISON, WISCONSIN 53783-0001

CRIME AND FIDELITY COVERAGE PART
DECLARATIONS

POLICY NUMBER
05 XG1192-03

COMPANY CODE
0021-BLBK-CO

NAMED INSURED BUFFALO CREEK SUBDIVISION AT WELLINGTON HOMEOWNERS ASSOCIATION INC
PO BOX 1182
MAILING ADDRESS WELLINGTON, CO 80549-1182

COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE

PLAN 1 COMMERCIAL CRIME - SEPARATE LIMITS OPTION

COVERAGE FORMS FORMING PART OF THIS COVERAGE PART	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	PREMIUM
EMPLOYEE THEFT (BLANKET)	\$250,000	\$1,000	\$367.00
FORGERY OR ALTERATION	\$250,000	\$1,000	\$68.00
FUNDS TRANSFER FRAUD	\$250,000	\$1,000	\$26.00

TOTAL ADVANCE PREMIUM \$461.00

Forms and endorsements applying to this coverage part and made part of this policy at time of issue:

CR25090300	IL00171198	IL02280907	IL75261205	IL09350702
CR00210506	CR07510808	CR01601104	CR03041113	CR25020506

CANCELLATION OF PRIOR INSURANCE

By acceptance of this Policy you give us notice canceling prior policy or bond numbers:

NONE

NONE

The cancellation to be effective at the time this Coverage Part becomes effective.

AUTHORIZED
REPRESENTATIVE

William B. West
President

PEC
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

AGENT 140-309
KEITH D MONTEY, JR., AGENCY INC
3011 W 10TH ST STE 112
GREELEY CO 80634-5300
CR AF 01 08 18

PAGE 01
BRANCH KEG 02-12
ENTRY DATE 08/09/2021

INSURED

Stock No. 07145

0000 00050011 000004 0000



POLICY NUMBER: 05 XG1192-03

CRIME AND FIDELITY
CR 25 02 05 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE DESIGNATED AGENTS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

SCHEDULE**Capacity Of Agent**

PROPERTY MANAGER

Limit Of Insurance

\$250,000

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

1. The definition of "Employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or

corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.