

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

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EXHIBITS (Separate file attachments):

- EXHIBIT 2.1, Architectural Control Committee (ACC) Project/Variance Application Request Form
- EXHIBIT 2.2, Recreational Fires and Portable Outdoor Fireplaces
- EXHIBIT 2.4.2, Recreational Vehicles
- EXHIBIT 2.6.1, Water Augmentation Plan
- EXHIBIT 4.1, Covenant and Rules Enforcement
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1. INTRODUCTION

These Revised Policies, Procedures, Rules & Regulations (RPPRR) provide detailed information on the governance of the Langtree Property Owners Association (LPOA - "the Association") in accordance with the required federal, state, and local laws. It includes additional clarification and/or interpretation of the Associations' covenants where the Board believes it to be necessary.

Each owner or occupant of a Lot in the Subdivision shall abide by the following Association governing documents and any amendments thereto (which are collectively referred to as the "Association Documents"):

- Declaration of Protective Covenants, Revision B, dated November 21, 2023, Filed with El Paso County Reception No. 223096403,
- Association Bylaws, Revision B Dated June 17, 2024,
- Water Decree 94CW028, Dated February 10, 1995, Filed with District Court Water Division 2,
- Articles of Incorporation, Dated February 22, 1996, Filed with Secretary of State, Record No. 961024949M
- RPPRR, Initial Version, Dated June 17, 2024.

All Owners and occupants shall strictly comply with the Association Documents, which are incorporated herein by this reference. The Association's Board of Directors (the " Board") shall have the power to enforce the Association Documents and to amend the RPPRR from time to time.

The Association Documents, including the RPPRR, shall include those matters required or allowed by the Colorado Common Interest Ownership Act (CCIOA). In accordance with CCIOA and our covenants, the LPOA is considered a Limited Common Interest Community, and thereby not required to follow all the requirements outlined in the CCIOA.

2. USE OF PROPERTY

2.1. Architectural Control

- 2.1.1. Each owner shall strictly comply with the requirements for architectural approval set forth in the Association Documents. However, notwithstanding any provision of the Association Documents, the Association shall:
- 2.1.2. Allow reasonable modifications to dwellings that are necessary to afford a person with disabilities full use and enjoyment of those dwellings in accordance with the Federal "Fair Housing Act of 1968", 42 U.S.C. Sec. 3604(f)(3)(A); and
- 2.1.3. Regulate "renewable energy generation devices" (as that term is defined in C.R.S. § 38-30-168), which are permitted only on an owner's property, to the extent of reasonable restrictions upon dimensions, placement or external appearance that do not significantly increase the cost or significantly decrease the performance or efficiency of such devices, unless there are bona fide safety requirements or sound issues, within the meaning of C.R.S. § 38-30-168(2)(b) and (c).

2.1.3.1. Subject to the above limitations, the Board shall have sole and complete discretion in interpreting, enforcing and determining compliance with the architectural control provisions of the Association Documents and upholding the authority of the Architectural Control Committee "ACC" which may be the Board itself. The Board may determine in its sole discretion whether any applicant has met the procedural and other requirements of architectural review as set forth in the Design Guidelines, and this includes any "renewable energy generation devices as mentioned above.

2.1.3.2. ACC Requests

ACC requests must be submitted utilizing EXHIBIT 2.1, ACC Request Form, for any external modifications to a homeowner's lot (buildings, structures, landscaping, fire mitigation, etc.). If in doubt, the homeowner should contact the Board for clarification. If the Board determines the ACC Request deviates from the Declaration's covenants, the Board will require that a Variance Request be submitted instead of an ACC Request. It should be noted that many external modifications also required an El Paso County building permit (e.g. structure floor plans greater than 200 ft², re-roofing, stuccoing, deck installation or structural repair (railings, stairs, or support members)). While the ACC does not require a county building permit to be pulled for those modifications that would require one, it behooves the homeowner to obtain one to avoid potential future liability and/or re-sale issues. In addition to property line setback stated in the covenants, El Paso County also has property line setbacks that the ACC will require to be followed. The Board shall have the sole determination if the request does not reasonably impact the character of the community and/or spirit of the Declaration before approval. The following steps should be followed when submitting an ACC Request:

1. Before an ACC request is submitted and as a courtesy, it is recommended that the applicant discuss their proposed request with all nearby neighbors. This will help identify any concerns neighbors may have with the proposed request and help alleviate potential future issues.
2. Submit an original or scanned (no photocopies) ACC request form, along with any scanned supporting documentation to the Board and annotate on the request that it is for a standard ACC request. (Note: request documentation needs to be scanned for the request to be uploaded to the website for record keeping purposes.) Request forms will be rejected if they are not completely and correctly filled out with all the requested information identified on the ACC Request Form.
3. The Board may review the request with all owners that the Board believes could reasonably be directly impacted and/or that may have a concern with the proposed lot modification and discuss any concerns raised with the applicant.
4. All work identified in the ACC request must be completed within 180 calendar days after request approval. The applicant must notify the Board, in writing, with justification of why the completion of work will require more than 180 days.
5. The Board may take up to thirty (30) calendar days from the time of request submittal to approve or deny the request.
6. The Board will return a copy of the approved or denied request to the applicant. If denied, the request will also include the Board's rationale for denying the request.

7. Any requests for ACC review will require a refundable deposit as referenced in EXHIBIT 4.2.1, Schedule of Fines, Fees, and Deposits. Upon ACC being notified of completion of confirmation that work was completed per plans, deposit will be refunded within 30 days.

2.2. CHIMNEYS, RECREATIONAL FIRES, AND PORTABLE OUTDOOR FIREPLACES

2.2.1 Spark arresters shall be required on all chimneys.

2.2.2 For definition of allowable Recreational Fires and Portable Outdoor Fireplaces refer to EXHIBIT 2.2, Recreational Fires and Portable Outdoor Fireplaces. Open fires are prohibited.

2.3. FIRE MITIGATION

2.3.1. Fire Mitigation Measures

2.3.1.1. Fireworks of every kind are prohibited in Langtree.

2.3.1.2. Burning of trash, leaves, pine needles, weeds and any other materials is prohibited with the exception as allowable Fire Pit.

2.3.1.3. All house addresses shall be clearly visible from the street.

2.3.1.4. Dead, dying or infected trees, and slash shall be removed from Langtree; a dead tree must be removed.

2.3.1.5. Uniformly cut firewood must be neatly stacked and must be at least 10 feet from any structure.

2.3.1.6. Property Owners are encouraged to manage grass around structures and in natural areas according to Fire Marshall recommendations.

2.3.2. Owner Instituted Fire Mitigation Plans: Any Owner instituted Fire Mitigation Plan requiring the removal of trees, shrubs, or other vegetation around the house must be approved by the Association before the commencement of the work and the Association may require changes to the plan if the Association obtains consent of the person (if accredited in fire mitigation planning) or municipal agency that originally created the plan. Any such work shall comply with the Association Documents

2.4. MOTOR VEHICLES.

2.4.1. Licensed Passenger Vehicles: Passenger vehicles parked in driveways will not be considered a violation so long as vehicle parked in a driveway is movable and owned by Property Owner or owner/occupant.

2.4.1.1. Any vehicle or equipment (to include work and recreational) that is not fully operable, is not allowed to be parked outdoors in public view. This may be waived if LPOA is notified that the vehicle or equipment is present for the purpose of providing a service to the property owner for a specific and limited time.

2.4.1.2. Any commercial vehicle that is parked at a Langtree property is not allowed other than for performing a service at the residence. A commercial vehicle is any vehicle that has commercial markings on it that can be seen by the public. Vehicles with no visible commercial markings are not considered commercial vehicles for the purpose of this policy. This may be waived if LPOA is notified that the commercial vehicle is present for the purpose of providing a service to the property owner for a specific and limited time. For residents who use their commercial vehicle for both commercial and personal use, a variance can be submitted to the LPOA Board.

2.4.2. Recreation vehicles, including travel trailers, campers, boats, and motor homes and related equipment owned by Property Owner may be kept if they are not readily visible from public roads nor reasonably visible from other lots and are screened from public view within appropriate garaging, or other screening measures approved in writing by the ACC. Refer to EXHIBIT 2.4.2 – Recreational Vehicles, for further information regarding RVs and Trailers.

2.4.3. Emergency Motor Vehicles: Notwithstanding Article 29 of the Declaration, emergency vehicles are permitted in a home occupant's driveway or in Association's streets if the emergency motor vehicle meets each of the following requirements:

2.4.3.1. An emergency motor vehicle is required by the home occupant's employer as a condition of employment.

2.4.3.2. The emergency motor vehicle weighs ten thousand pounds or less.

2.4.3.3. The home occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services.

2.4.3.4. The parked emergency motor vehicle does not block emergency access or interfere with the reasonable needs of other Owners or occupants to use the streets and driveways within the subdivision.

2.5. OUTSIDE ANTENNAS & SATELLITE DISHES

2.5.1. Television or radio antennas must be installed in the structure attic. Externally mounted satellite television antennas must be of small size and maybe used only in areas where they will be unobtrusive. They should blend in with the natural environment, and their placement and location must be approved by the ACC in writing prior to installation. Types of allowable antenna installations that cannot be regulated by LPOA in accordance with FCC regulations include those related to broadcast satellite signals, instructional/distribution services and some fixed wireless signals.

2.6. WELL AUGMENTATION PLAN

2.6.1. All lots in Langtree shall be subject to the requirements as set forth in the decree in the District Court, Water Divisions 1 and 2 Case No. 94CW28 and 94CW101, a copy of which is attached hereto as EXHIBIT 2.6.1 and referred to as Augmentation Plan.

3. COVENANT VARIANCES

The intent of Variances is to allow the Association limited flexibility to deviate from the Association's covenants. Variances should not be submitted if there are reasonable alternative solutions without having to deviate from the covenants. In addition to adjudicating any comments received on a proposed variance, the Board shall have the sole determination if the request does not reasonably impact the character of the community and/or spirit of the Declaration before approval. The following steps should be followed when requesting a variance:

1. Before a variance request is submitted, the applicant should discuss their proposed request with all nearby neighbors who could reasonably potentially be impacted by the granting of the request.
2. Submit an original or scanned (no photocopies) ACC request form (Ex, along with any scanned supporting documentation to the Board and annotate on the request that it is for a variance rather than a typical ACC request. For variances that involve registered property (vehicles, RV's trailers, etc.), request must include a copy of the homeowner's current registration. Request forms will be rejected if they are not completely and correctly filled out.
3. The Board will then review the request with all owners that the Board believes could reasonably be directly impacted and/or that may have a concern with the proposed variance.
4. In parallel with the Board receiving a request, the Board will notify all LPOA homeowners via email that a variance request has been submitted/posted to the website and will accept written comments via email which may be considered by the Board. Homeowners will have seven (7) calendar days after being notified to submit their comments to the Board.
5. The Board will discuss all comments received with the applicant and attempt to adjudicate any issues that may be identified. The Board may take up to thirty (30) calendar days from the time of request submittal to approve or deny the request.
6. The Board will return a copy of the approved or denied request to the applicant. If denied, the request will also include the Board's rationale for denying the request.

4. ENFORCEMENT OF COVENANTS

4.1. ENFORCEMENT

4.1.1 Refer to EXHIBIT 4.1, Covenant Rules Enforcement

4.2. DUES, FINES, FEES, AND DEPOSITS

- 4.2.1. The Board may impose such fines, fees, and deposits as it determines after following the procedures outlined in Exhibit 4.1, "Covenant and Rules Enforcements". Each incident may be considered a separate violation for which the maximum fine may be imposed. Any fines shall be both a personal obligation of the Owner of the Lot and the violator or both and shall also constitute a statutory lien which may be recorded against the lot. Any technical irregularities or defects in the proceedings or notifications shall not invalidate any fine imposed hereunder. A Schedule of Dues, Fines, Fees, and Deposits, EXHIBIT 4.2.1, shall be determined by the Board. The schedule is not intended to cover all possible violations and there are instances where the amount of the fines may vary depending on the circumstances. The amount of any fines is intended to bear a reasonable relationship to the actual harm that is being caused, the potential risk of loss to the Association if compliance correction does not take place and the costs of investigation, investigative demand letters and hearings to ensure compliance and the cost of remedial measures if used. Repeat offenses and/or repeat offenders will justify higher fines.
- 4.2.2. The Board designee shall collect all assessments, fines, fees, and deposits according to EXHIBIT 4.2.2, Collection Policy.
- 4.2.3. Any assessment made in accordance with Article VII, Section 6 of the Bylaws of Langtree Property Owners Association which is not received by the due date shall be subject to an administration fee as referenced in EXHIBIT 4.2.1, Schedule of Dues, Fines, Fees and Deposits, The Association shall have all rights and remedies set forth in the Association Documents and in law and statute. All payments shall be applied to outstanding balances in the following order of priority: (a) late charges, (b) interest, (c) attorney fees and costs, (d) returned check charges, addressed in EXHIBIT 4.2.1, (e) unpaid assessments beginning with the oldest unpaid assessment.

5. ASSOCIATION OPERATIONS

5.1. MEETINGS

- 5.1.1. Meetings shall be called and conducted in accordance with the rules and procedures attached hereto as EXHIBIT 5.1.

5.2. RECORDS

- 5.2.1. Maintenance, inspection and copying of the Association's records shall be done in accordance with the rules and procedures on the attached EXHIBIT 5.2.

5.3. CONFLICTS OF INTEREST

- 5.3.1. Conflicts of interest should be resolved in accordance with the attached EXHIBIT 5.3.

5.4. AMENDMENT POLICY

- 5.4.1. Amendment Policy: Policies, Procedures, Rules and Regulations of the Association –may be amended, deleted, replaced, or augmented at any time by the Board, in accordance with the Association Documents Any Owner who desires any type of modification of these Policies, Procedures, Rules and Regulations should submit a request in writing to the Board. The Board may, but shall not be obligated to, consider such a request.

5.5. PROCEDURE FOR ADDRESSING DISPUTES

5.5.1. Disputes arising between the Association and Owners shall be handled with the attached EXHIBIT 5.5. At the Board’s discretion, the LPOA may, but shall not be required to, submit any dispute between the LPOA and Owner(s) to mediation, arbitration, or other alternative dispute resolution device; provided, however, that the LPOA reserves all rights to seek equitable and legal relief through any court having jurisdiction over the dispute.

5.6. RESERVE FUND

5.6.1. The Board shall invest or not invest the Association’s reserve funds in accordance with its reasonable business judgment, and as required by the Association Documents, and applicable state and federal law.

5.7. INSURANCE COVERAGES FOR BOARD

5.7.1. The Board shall maintain investments coverage of two types. A General Liability Policy and a Director’s and Officer’s Policy. Limits are specified in EXHIBIT 5.7

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.

Tim O’Grady
LPOA President

Dick Wessel
LPOA Vice President

Bryan Wood
LPOA Treasurer

Dave Smith
LPOA Secretary