

BUCKHORN RANCH ASSOCIATION, INC.

AMENDED POLICY ON SHORT-TERM RENTALS OF PROPERTY,
RULES AND REGULATIONS AND FINE SCHEDULE

The Board of Directors (Board) of Buckhorn Ranch Association, Inc. (Association) hereby adopts the following Amended Policy on Short-Term Rentals of Property, Rules and Regulations and Fine Schedule (hereinafter Policy) as of the date set forth below. This Policy replaces in its entirety the Non-Owner Occupancy Policy adopted in March 2017 by the Board of Directors.*

** If there is a conflict between this Policy and the Rules and Regulations, the Policy governs.*

I. STATEMENT OF PURPOSE:

This Policy addresses and regulates short-term rental use of residential properties within Buckhorn Ranch, where the Owner of the property charges and receives monetary consideration for such rental. This Policy shall accordingly apply to residential properties being used for such rentals, except as set forth herein. This Policy does not apply to long-term rentals nor to Owners who allow others to use their properties free of charge.

This Policy does not apply to Lots C2, C3 and Lots 1 and 3, Filing 1, as permitted under the Declaration, except that if Lots 1 and 3 are developed for residential use (as in single family residential use), this Policy shall apply. This Policy shall apply to all residential properties regardless of how title is held. This Policy is intended to protect and promote the health, safety, and welfare of Owners, as well as protect and preserve property values within Buckhorn Ranch.

II. POLICY:

Notification and Acknowledgment: Owners who short-term rent their properties shall be required to have acknowledged in writing the receipt and review of this Policy and his/ her/ their agreement to abide by the same. For the purposes of this Policy, "short-term rental" shall mean a period of less than thirty (30) consecutive days. There shall be no limit on the number of days per year an Owner may short-term rent his/ her/ or their property unless an amendment to the Declaration of Protective Covenants limiting or restricting such use is made. An Owner who wants to or does short-term rent his / her / their property must fill out a form once notified per the Association's process, including validation and acknowledgement of the following:

1. Name of the Owner and physical address of Owner's property.
2. Acknowledgement by Owner that all adult guests have been provided a copy of the Association's Rules and Regulations, this Policy, as well as the Amended and Restated Declaration of Protective Covenants for Buckhorn Ranch. Owners are responsible for posting such Association documents, as defined below, in their homes for their guests' reference.
3. A local contact (including name, phone number, and email) who can respond to issues regarding the subject rental and subject property within thirty (30) minutes of being notified.
4. Upon the provision to the Association or Property Manager of the above items, including the Owner's signature and agreement to abide by the terms of this Policy, the Owner shall have complied with the Association's requirements under this Policy.

III. RULES AND REGULATIONS:

- A. Occupancy Limit. Maximum occupancy is limited to two (2) persons per bedroom, with flexibility for bunk beds or pull-out couches. There shall be a cap of 12 people per home, subject to review based on property size or complaints.
- B. Vehicles & Parking. Parking and Speed Limit. Parking on the right of ways within Buckhorn Ranch is not permitted and cannot be obstructions to emergency or snow removal vehicles. Cars parked illegally may be towed by the Association at the Owner's expense. Parking of any vehicle shall be on an Owner's lot. Posted speed limits within Buckhorn Ranch shall be observed at all times. The Association reserves the right to fine Owners violating speed limits.
- C. Speed Limits. Posted speed limits within Buckhorn Ranch shall be observed at all times. The Association reserves the right to fine Owners violating speed limits.
- D. Quiet Hours. Quiet hours shall be between 10:00PM and 8:00AM, meaning no outside parties, loud talking, music, or noise, shall be audible to adjacent properties. Noise levels shall not disturb others, including neighbors' quiet enjoyment at any time.
- E. Use of Firepits and Similar Items. All guests shall comply with the Gunnison County Regulations re: Fire Restrictions, as published at www.gunnisoncounty.org. Fireworks are not permitted.
- F. Lighting. Only one set of outside lights can be kept on all night, although it is recommended that exterior lights are turned off when retiring for the evening per Gunnison County guidelines:
<https://www.gunnisoncounty.org/DocumentCenter/View/2098/Exterior-Lighting-Information-Sheet-PDF>
- G. Trash and Recycling. Trash and recycling shall be always contained in containers and shall not be permitted to accumulate. Trash and recycling should be stored inside and placed at the curb the morning of pick-up. All trash and recycling shall be stored in appropriate trash receptacles with lids. Bags of trash are not permitted to be placed at the curb for pick-up.
- H. Violations. Complaints due to violations of this Policy shall be submitted via the InsideHOA app available to the Buckhorn Ranch Owner community (available on iOS and Android, via the web portal www.insidehoa.com/, or via Toad Property Management's Buckhorn Ranch page). For noise violations or Health & Safety concerns, the sheriff may be contacted as well. Violations of this Policy or any of the Association Documents which include the imposition of a fine, shall be subject to the Association's Policy on Enforcement and Imposition of Fines (Enforcement Policy) as to process, as it may be amended from time to time. Fines for violations of this Policy are set forth below. Violations shall be cumulative over a 24-month period, meaning the procedure for assessing fines does not stop and start upon each short-term rental of the property. Rather, the procedure governing violations and assessing fines per the Fine Schedule set forth below shall accrue over a 24-month period, regardless of how many times an Owner has short-term rented his / her / their property. Violations will result in a written communication from the Association with respect to the violation and any applicable fines.
- I. Association Documents. All Association Documents for the Association are accessible via Toad Property Management's Buckhorn Ranch page or the InsideHOA app (available on iOS and Android or accessible via the www.insidehoa.com/ web portal).

IV. DEPOSIT, VIOLATIONS, AND FINES:

When an Owner intends to short-term rent his / her / their property, the Owner shall be subject to the following terms:

- A. An administrative fee of \$300 per short-term rental property shall be paid to the Association, to be paid every year in April.
- B. The Owner is responsible to pay any validly assessed fines as a result of violation(s) of this Policy and any other of the Association Documents, including interest, or payments/replacements due to damage to Association property committed by the Owner's guests.
- C. Owners and their respective property management company, if appropriate, will be notified of repeated violations in writing by certified mail, including by email and/or by an electronic notification from the Association's approved community app, InsideHOA. Any violations which fall under the Enforcement Policy shall be dealt

with pursuant to the processes set forth in the Enforcement Policy.

D. **Fines.** If an Owner or Owner's guest has violated or is otherwise liable for a violation of this Policy, the following with respect to the levying of fines shall occur:

1. The Association shall comply with its Association's Enforcement Policy insofar as providing the Owner with notice and an opportunity to be heard on the alleged violation. However, the Fine Schedule set forth herein shall apply to violations arising from the short-term rental of a property or failure to comply with this Policy.
2. If found to be guilty of a first violation, the Owner will be notified of the finding in writing per the Association's Enforcement Policy. The first violation, at the discretion of the Board of Directors, may be considered a warning. In the alternative, the Board of Directors may elect to assess the fine for the violation, as set forth below.
3. For subsequent violations, the same process shall apply. If found to be guilty, the Owner will be notified of the finding in writing. Unless otherwise set forth herein, the Owner will be assessed the fine associated with the violation, as set forth below.
4. Fine Schedule:
 - a. First and Subsequent Violations: \$500.00 per violation
 - b. Health and Safety: Violations that threaten the health and safety of others shall result in a fine schedule as follows:
 - i. First Violation: \$1000.00
 - ii. Second Violation: \$2000.00
 - iii. Third Violation and Subsequent Violations: Fines increase in increments of \$1000.00.

Examples include: Excessive garbage or unsanitary waste, dog bite, blocked emergency access, fires, etc. For more information,
5. The Board of Directors, after or as a result of the hearing on the violation, has the discretion to decrease the fine amount based on the circumstances of the violation using its business judgment.
6. All amounts assessed and not paid shall bear interest of 18% per annum until paid per the Association's Policy for Collection of Unpaid Dues and Assessments and the Imposition of Liens. Unpaid fines shall result in a lien being filed against the Owner's property. Liens are enforceable in accordance with law.
7. Notwithstanding the foregoing, nothing in this Policy will be deemed to limit the Association's rights and remedies as set forth in any of the other Association Documents or pursuant to law.

V. AMENDMENTS:

The Board of Directors reserves the right to amend this Policy after appropriate public comment, which shall be set forth in writing and adopted by the Board of Directors.

APPROVED AND ADOPTED THIS ___ DAY OF _____, 2025

BUCKHORN RANCH ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
Sean Patrick, President

OWNER ACKNOWLEDGMENT:

I, _____, Owner of the following property, _____, have read this Policy, understand it, and agree to abide by the same.

By: _____

Dated: _____

