

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.

I. STATEMENT OF PURPOSE:

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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 short-term rentals where the Owner resides upon the same property (e.g., a short-term rental of an accessory dwelling or bedroom in an Owner's residence). In addition, this Policy shall not apply 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:

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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 / or 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 / or their property must provide written notification to the Association's Property Manager and include the following information.

1. Name of the Owner and physical address of Owner's property.
2. Dates of occupancy for each occupancy prior to check-in.
3. Number of guests for each rental occupancy.
4. Written 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 to post such Association documents, as defined below, in their homes for their guests' reference.
5. A local contact who can respond to issues regarding the subject rental and subject property within one (1) hour of being notified, including name, phone number and email address.
6. 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:

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- A. Number of Guests: The number of guests for a short-term rental property shall be reasonable given the size of the residence and number of bedrooms.
- B. Vehicles. All vehicles, trailers, motorcycles, RVs, off-road vehicles shall be kept in the driveway and not left on the roads or cul-de-sacs at any time. At no time shall any vehicle be parked on any property owned by the Association, or another property not owned by the Owner of the rental property. At no time is parking on the road permitted. Owners shall provide to the Association the number of vehicles expected during each occupancy. Vehicles not capable of being parked in the driveway are not permitted.
- C. Speed Limits. Speed limits will be strictly enforced for the safety of the community.
- 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.
- 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](http://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 must be stored indoors, such as in a garage, and/or out of sight. It shall be kept in containers, preferably bear-proof containers, at all times. Trash and recycling shall be placed at the curb for regularly scheduled pick-up each week.
- H. Violations. Complaints due to violations of this Policy shall be submitted to the Association's Property Manager, or by using the link on Toad Property Management's website, under Complaints. For noise violations, 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 posted at [www.toadpropertymanagement.com](http://www.toadpropertymanagement.com).

### IV. DEPOSIT, VIOLATIONS, AND FINES:

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

- A. No deposit shall be required to be paid to the Association, unless an Owner or his / her / or their guests violate the within Policy more than two (2) times in a 24-month period. In that case, a deposit of **\$2500.00** shall be paid the Association. The deposit shall be held by Toad Property Management in an interest-bearing account, with interest payable to the Owner annually, and against which fines may be assessed, subject to the required processes set forth in the Association's Enforcement Policy, as well as costs incurred by the Association in enforcing this Policy and for administrative purposes. The deposit will be kept in a segregated account and returned less any validly assessed fines at such time as there are no longer any contemplated rentals, in which case the deposit or balance thereof shall be returned to the Owner within 10 days of the Owner's request for the same. Should the deposit of **\$2500.00** fall below **\$500.00**, the Owner shall replenish the deposit to **\$2500.00** unless no further rentals are expected. An

Owner who has paid a deposit may request to view his/her or their account insofar as the deposit, interest and any validly assessed fines.

- 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 violations in writing, including by email.
- 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 Violation: \$500.00
    - b. Second violation: \$1000.00
    - c. Third and Subsequent Violations: Fines increase in increments of \$500.00.
    - d. Except those violations related to noise, quiet hours, or fireworks, 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.
  - 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 \_\_\_\_\_, 2022

BUCKHORN RANCH ASSOCIATION, INC., a Colorado nonprofit corporation

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

Kate Somrak, President

OWNER ACKNOWLEDGMENT:

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

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

Dated: \_\_\_\_\_

DRAFT