



ANNUAL HOMEOWNERS' MEETING

August 25, 2022, at 5:00 pm

RVR Ranch House Conference
Room & Zoom



ANNUAL HOMEOWNERS' MEETING AGENDA
Thursday, August 25, 2022, 5:00 PM
RVR Ranch House Conference Room and Zoom Meeting

Board of Directors

Tom Cooney, President
Nancy Dever, Vice President
Carl Hostetter, Secretary/Treasurer

Silver Mountain Properties

Bill Crowley
Kari Crowley
Nick Cova

I. Call to Order / Count of Proxies / Establish Quorum

II. Approval of Minutes and the Consent Agenda

- Approval of Meeting Minutes of the Annual Homeowners' Meeting held on Thursday, August 27, 2020. (Quorum not met at the 2021 Annual Homeowners' Meeting)

III. Old Business

- Golf course survey of the property line (*info.*)
- Roof Repair (Unit 431) (*info.*)
- CCIOA Policies & Procedures Revision (HB22-1137) (*info.*)

IV. New Business

- Ratification of 2023 Budget
- Review of actions by the Board in 2021-22
- Seat New Board Members
- Landscaping Committee Report
- Issues related to the RVR Golf Course

V. Public Comment

VI. Adjourn

THE BOUNDARY ASSOCIATION

Profit & Loss Budget Performance (Accrual Basis)

January 1, 2022 - July 31, 2022

	Actual	YTD Budget	Annual Budget
<u>OPERATING FUND</u>			
Operating Income			
Assessments	70,871.15	70,871.25	94,495.00
Finance Charges/Late Fees	56.74	-	56.74
Total	70,927.89	70,871.25	94,551.74
Operating Expense			
General & Administrative			
Additional Management Fees	2,282.57	1,750.00	3,000.00
Contract Management Fee	5,040.00	5,040.00	8,640.00
Insurance	15,767.70	15,458.35	26,500.00
Legal	8,034.00	670.85	1,150.00
Licenses & Permits	-	30.00	100.00
Office Expenses	76.04	224.55	385.00
Tax Returns	385.00	400.00	400.00
Total	31,585.31	23,573.75	40,175.00
Repairs & Maintenance			
Buildings	528.50	875.00	1,500.00
Common Area	1,028.00	875.00	1,500.00
Contract Landscaping	21,589.56	24,571.42	43,000.00
Contract Snow Removal	2,385.00	2,160.00	3,600.00
R&M Supplies	131.59	1,166.70	2,000.00
Total	25,662.65	29,648.12	51,600.00
Utilities			
Electric	290.42	420.00	720.00
Water / Irrigation	1,314.00	2,000.00	2,000.00
Total	1,604.42	2,420.00	2,720.00
Total Operating Expense	58,852.38	55,641.87	94,495.00
NET OPERATING FUND	12,075.51	15,229.38	56.74
<u>RESERVE FUND</u>			
Reserve Fund Income			
Assessments	43,841.25	43,841.25	58,455.00
Interest Income	10.65	-	-
Other	2,500.00	-	-
Total Reserve Fund Income	46,351.90	43,841.25	58,455.00
Reserve Fund Expense			
Exterior Painting (Bldgs 5 & 6)	16,840.00	-	50,000.00
Road Repair (Sealing)	-	-	-
Roof Replacements (Bldgs 1,2 & 4)	41,201.80	-	180,000.00
Total Reserve Fund Expense	58,041.80	-	230,000.00
NET RESERVE FUND	(11,689.90)	43,841.25	(171,545.00)
NET OPERATING / RESERVE INCOME	385.61	59,070.63	(171,488.26)

The Boundary Association
Balance Sheet
As of July 31, 2022

	<u>Jul 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Alpine Bank Operating	29,754.00
Alpine Bank Reserve	201,691.74
Total Checking/Savings	<u>231,445.74</u>
Accounts Receivable	
Accounts Receivable	-354.61
Total Accounts Receivable	<u>-354.61</u>
Total Current Assets	<u>231,091.13</u>
TOTAL ASSETS	<u>231,091.13</u>
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	1,141.10
Unrestricted Net Assets	229,564.42
Net Income	385.61
Total Equity	<u>231,091.13</u>
TOTAL LIABILITIES & EQUITY	<u>231,091.13</u>

THE BOUNDARY ASSOCIATION

2023 Budget

OPERATING FUND

Income

Finance Charges/Late Fees	0
Assessments	132,910

Total Income 132,910

Expense

General & Administration

Additional Management Fees	5,000
Contract Management Fees	8,640
Bank Fees	0
Insurance	33,600
Legal	5,000
Licenses & Permits	50
Office Expenses	500
Tax Returns	400

Total General & Administration 53,190

Repairs and Maintenance

Buildings	3,000
Common Area	4,000
Contract Landscaping	45,000
Contract Snow Removal	5,000
Project landscaping	18,000
R&M Supplies	2,000

Total Repairs and Maintenance 77,000

Utilities

Electric	720
Water / Irrigation	2,000

Total Utilities 2,720

Total Expense 132,910

Net Operating Fund 0

RESERVE FUND

Income

Interest Earned	0
Reserve Assessment	60,793
Capital Replenishment	140,000

Total Income 200,793

Expense

Road Maintenance	7,500
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Total Expense 7,500

Net Reserve Fund 193,293

NET INCOME (LOSS) 193,293



The Year In Review

IMPROVED BOARD TRANSPARENCY



Open Board Meetings



New Website (www.theboundary.org)



Monthly Bulletin



Meeting Minutes published as soon as possible



Full disclosure of financial information

New Property Manager

In April 2021, the Board chose the Silver Mountain Properties team to replace Integrated Mountain Management as our property manager.



SILVER MOUNTAIN
P R O P E R T I E S

Fire Risk Assessment

The deputy chief from the Carbondale Fire Department walked our community and gave us some fire protection tips such as tree and shrub spacing, grass height, location of mulch and firewood, and dead vegetation removal.



Entrance Signs

Our entrance sign project led by owners Steve Chase and Polly Whitcomb was completed in July 2022.



Street Signs

Two new Boundary street signs were installed by the RVRMA in September 2021.



Pedestrian Path Repair

In response to our safety concerns, the Town of Carbondale repaved the path boarding our community.

The Town also recently repaired bumps in the new paving caused by tree roots.





Tree Removal

In October 2021, we removed thirteen Cottonwood and Aspen trees from our common area. The Aspens were diseased, and the invasive roots of the Cottonwoods are damaging our roadways.

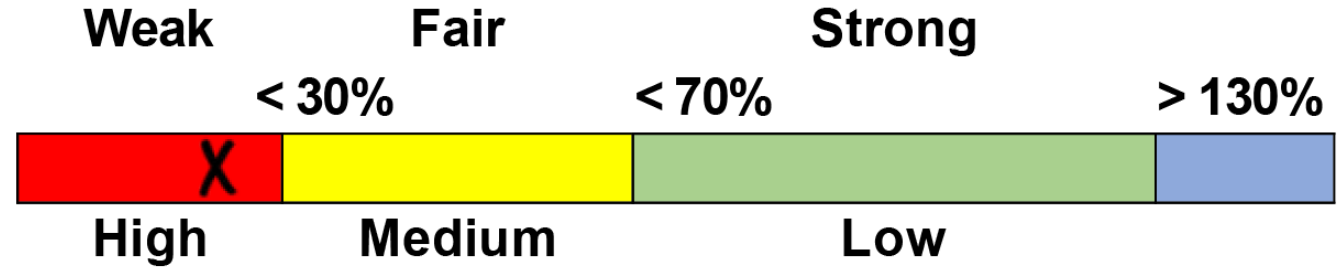


Build-out Complete

In November 2021, the two buildings on Lot #3 were constructed. The Boundary is now complete with 33 units.

Reserve Fund Strength: 23.3%

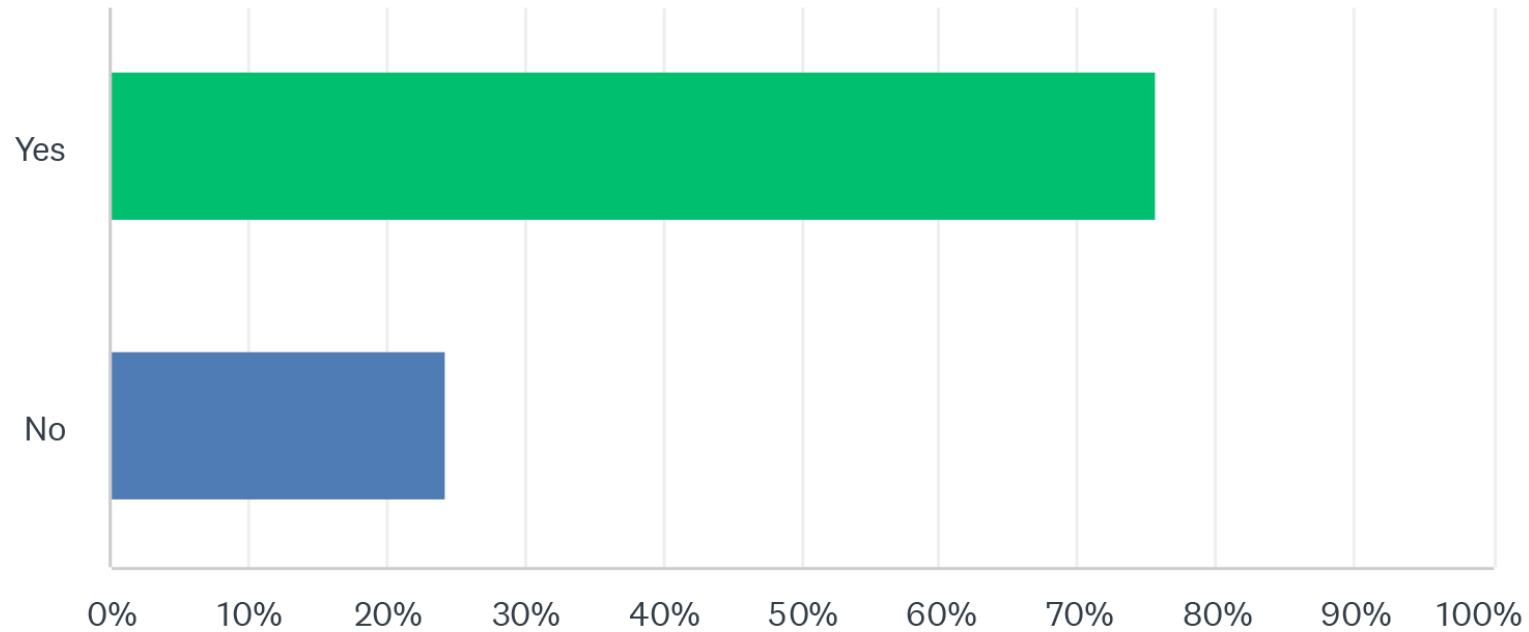
Risk of Special Assessment:



Capital Replenishment

Based on a professional reserve study completed in October 2021, we held a special homeowners' meeting to propose a \$140,000 capital reserve replenishment program along with a yearly 4% increase in Reserve Assessments.

Answered: 33 Skipped: 0



Reallocation Amendment

On March 21, 2022, the "Second Amendment to Amended and Restated Declaration for the Boundary" was approved by 75.76% of The Boundary owners.

This Amendment corrected deficiencies in our Governing Documents and changed the Common Expense liability for each Unit as a percentage calculated by dividing the gross livable area square feet of said Unit into the total gross livable area square feet of all The Boundary Units.

The Amendment also preserved voting rights in the Association of one (1) vote allocated to each Unit.

Roof Replacement Program

We approved a program to replace the cedar shake roofs on buildings 1, 2, 4, 5, 6, and 8 with asphalt shingles. In July 2022, ICM Services completed buildings 1, 2, 4, and 5.

Buildings 6 and 8 will be re-roofed in the future.



Painting Project

Mid Valley Painting recently completed the exterior painting of buildings 5 and 6. All 11 Boundary buildings now have the same color scheme.





Colorado HB22-1137

Our Attorney, Ben Johnston, revised “The Boundary Association Responsible Governance Policies and Procedures” to bring us into compliance with the legislation passed on June 3, 2022.

The document, adopted by the Board effective August 5, 2022, is posted on our website under the Governing Documents tab.



EXTERIOR IMPROVEMENTS

The Boundary Association
Exterior Improvements Policy
and Procedure was approved by
the Board On July 14, 2022.

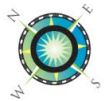
Board of Directors

Board expanded to five members

Carl Hostetter	Term Expires 2023
Tom Cooney	Term Expires 2024
Nancy Dever	Term Expires 2024
Jay Cofield	Term Expires 2025
Jim McAtavey	Term Expires 2025

The Year Ahead





- Pre-Existing Improvement & Maintenance Agreement Program
- Continue to manage operating expenses
- Capital reserve replenishment program
- Revitalize common entrances and islands
- Evaluate the need for additional trees
- Evaluate landscape condition along Golf at RVR property line



Landscape Revitalization Plan
 Phase 1
 Vegetation Removal (Fall 2022)

Our goal is to create uncluttered, elegant and low maintenance aesthetic entrance plant beds.

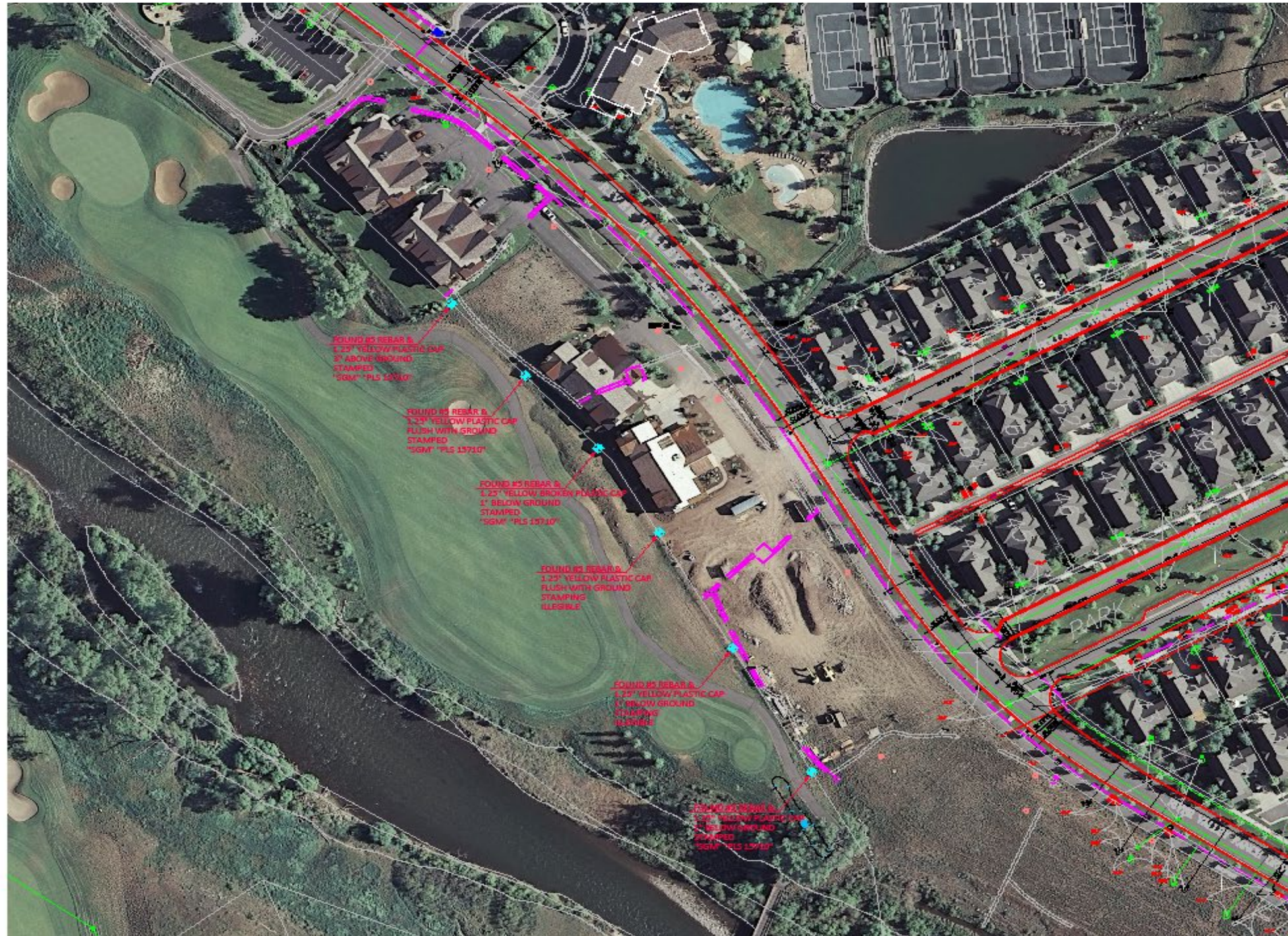
1. Remove various dogwood shrubs (3'-4" tall) and backfill the holes with quality soil.
2. Remove various shrubs and perennial plants in the entry beds.
3. Remove existing metal edging.

BOUNDARY VEGETATION KEY	
	Aspen Trees
	Ornamental Trees
	Evergreen Trees
	Shrubs

Project Consultant
 The Holistic Landscape
 Lisa DiNardo, Owner
 Horticulturist/Certified Arborist

Update on Golf at RVR Property Line

- Lawn care is restricted to the area within The Boundary property line.
- Golf at RVR will maintain noxious weeds within its property line.
- The condition of areas no longer maintained by The Boundary will be re-evaluated this Fall.
- Boundary residents are advised not to trespass on Golf at RVR property.
- Exceptions for special events require advance approval by Golf at RVR.
- Golf at RVR will not install a fence.
- Golf at RVR will remove the survey stakes when the property line is documented.



FOUND #5 REBAR @
1.25" YELLOW PLASTIC CAP
3" ABOVE GROUND
STAMPED
"SGM" "PLS 15710"

FOUND #4 REBAR @
1.25" YELLOW PLASTIC CAP
FLUSH WITH GROUND
STAMPED
"SGM" "PLS 15710"

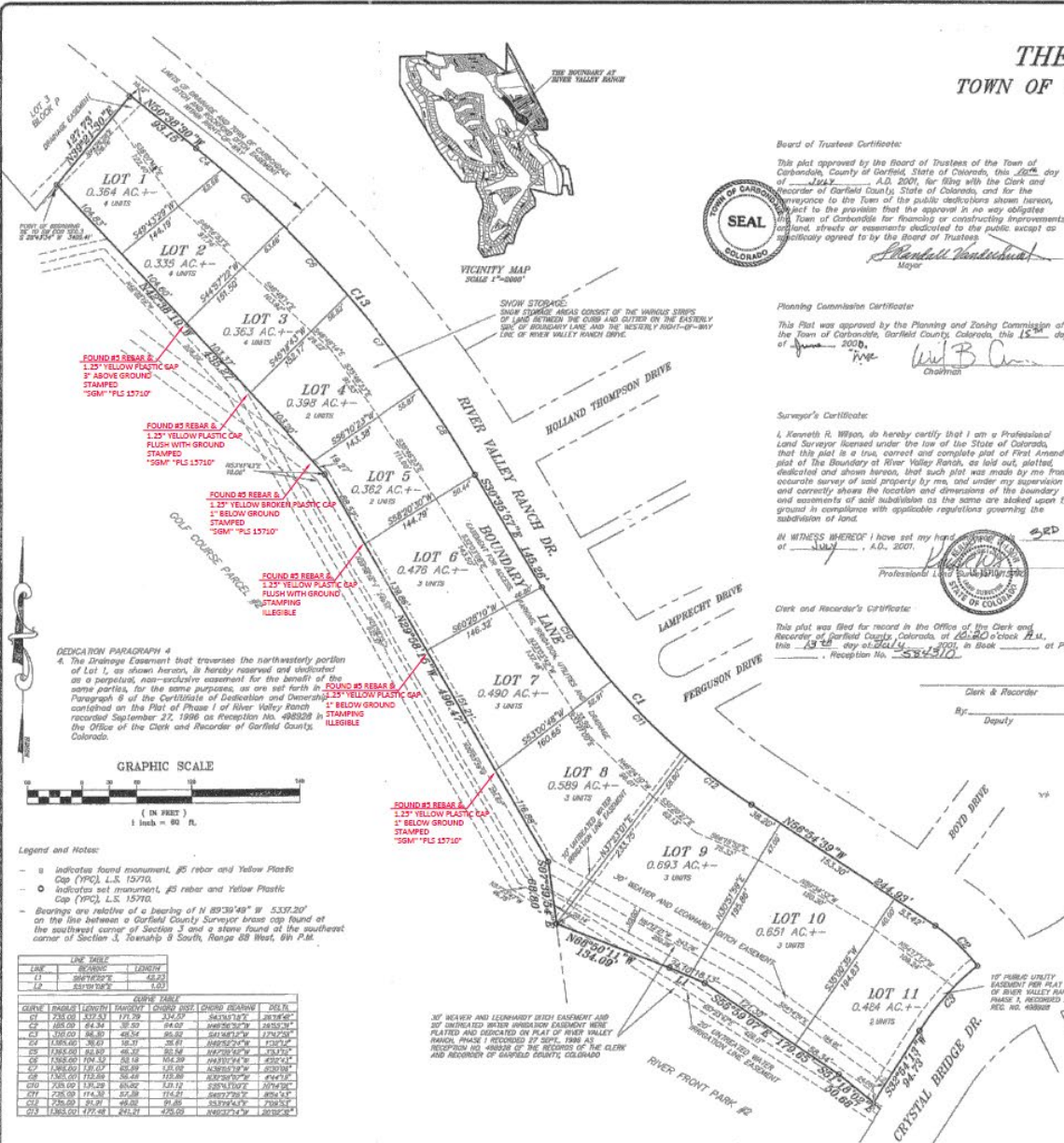
FOUND #3 REBAR @
1.25" YELLOW BROKEN PLASTIC CAP
1" BELOW GROUND
STAMPED
"SGM" "PLS 15710"

FOUND #2 REBAR @
1.25" YELLOW PLASTIC CAP
FLUSH WITH GROUND
STAMPING
ILLEGIBLE

FOUND #1 REBAR @
1.25" YELLOW PLASTIC CAP
1" BELOW GROUND
STAMPING
ILLEGIBLE

FOUND #0 REBAR @
1.25" YELLOW PLASTIC CAP
1" BELOW GROUND
STAMPED
"SGM" "PLS 15710"

FIRST AMENDED PLAT OF THE BOUNDARY AT RIVER VALLEY RANCH, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO



Board of Trustees Certificate:
This plat approved by the Board of Trustees of the Town of Carbondale, County of Garfield, State of Colorado, on this 6th day of May, A.D. 2001, for filing with the Clerk and Recorder of Garfield County, State of Colorado, and for the convenience to the Town of the public dedications shown hereon, and to the provision that the approval in no way obligates the Town of Carbondale for financing or constructing improvements on roads, streets or easements dedicated to the public except as specifically agreed to by the Board of Trustees.

Richard W. Fitchett
Mayor

Planning Commission Certificate:
This Plat was approved by the Planning and Zoning Commission of the Town of Carbondale, Garfield County, Colorado, on this 12th day of June, 2001.

W.B. C...
Chairman

Surveyor's Certificate:
I, Kenneth R. Wilson, do hereby certify that I am a Professional Land Surveyor licensed under the law of the State of Colorado, that this plat is a true, correct and complete plat of First Amended Plat of the Boundary at River Valley Ranch, as laid out, plotted, dedicated and shown hereon, that such plat was made by me from an accurate survey of said property by me, and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are stated upon the ground in compliance with applicable regulations governing the subdivision of land.

IN WITNESS WHEREOF, I have set my hand and official seal of the State of Colorado, at Carbondale, Colorado, on this 6th day of May, A.D. 2001.

Kenneth R. Wilson
Professional Land Surveyor

Clerk & Recorder's Certificate:
This plat was filed for record in the Office of the Clerk and Recorder of Garfield County, Colorado, at 10:20 o'clock A.M. on this 13th day of May, A.D. 2001, in Book 58439, at Page 13, Reception No. 584397.

Deputy
Clerk & Recorder

CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that the EP BOUNDARY, LLC, a Colorado limited liability company, being the owner in fee simple of the following described real property situated in the County of Garfield, State of Colorado, to-wit:

A tract of land situated in Section 3, Township 8 South, Range 85 West of the 6th Principal Meridian being more particularly described as follows:

Beginning at a point on the westerly line of Lot 3, Block P, River Valley Ranch, Phase 1, Town of Carbondale, County of Garfield, State of Colorado, at the SW corner of said Section 3 bears S 28°15'34" W 3405.41 feet; thence N 39°21'30" E 127.73 feet along said westerly line to the south right-of-way line of River Valley Ranch Drive; thence along said south right-of-way line the following courses: S 50°25'30" E 815.15 feet; thence 477.48 feet along the arc of a curve to the right, having a radius of 1365.00 feet, a central angle of 30°22'12", and subtending a chord bearing S 40°37'14" E 478.05 feet; thence S 30°35'57" E 146.36 feet; thence 47.33 feet along the arc of a curve to the left, having a radius of 735.00 feet, a central angle of 38°18'42", and subtending a chord bearing S 47°40'24" E 338.57 feet; thence S 58°34'39" E 244.83 feet; thence 64.34 feet along the arc of a curve to the right, having a radius of 185.00 feet, a central angle of 19°55'34", and subtending a chord bearing S 47°40'24" E 64.02 feet to the northwesterly right-of-way line of Crystal Bridge Drive; thence along said northwesterly right-of-way line the following courses: 26.30 feet along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 17°12'30", and subtending a chord bearing S 41°46'12" W 85.82 feet; thence S 37°54'13" W 84.73 feet to the northwesterly line of River Front Park #2, of said River Valley Ranch, Phase 2; thence along said northwesterly line the following courses: N 51°18'02" W 50.68 feet; thence N 25°39'07" W 179.45 feet; thence N 65°16'22" W 42.23 feet; thence N 68°50'11" W 134.02 feet to the westerly line of Golf Course Parcel No. 2, of said River Valley Ranch, Phase 2; thence along said westerly line the following courses: N 7°39'41" W 68.00 feet; thence N 29°58'10" W 498.47 feet; thence N 42°30'11" W 435.27 feet to the point of beginning, containing 3.205 acres more or less.

Has by these presents laid out, plotted and subdivided the same into eleven (11) lots as shown hereon, and designates the same as First Amended Plat of the Boundary at River Valley Ranch, in the Town of Carbondale, County of Garfield, State of Colorado, and does hereby make the following dedications and grants:

- The Easement for Boundary Lane shall be for Access, Parking, Utilities, Irrigation and Drainage shown hereon ("Boundary Lane") is hereby reserved to the undersigned owner and granted to the Boundary Association as a perpetual, non-exclusive easement for the purposes of ingress and egress to and from the lots shown hereon from River Valley Ranch Drive, for private parking, and for installation, operation, maintenance, repair and replacement of underground utilities, drainage and irrigation systems, and water features. Owner reserves the right to subdivide, redivide, subdivide or consolidate lots of individual lots shown hereon to diminish or restrict the authorized users of said Boundary Lane for access purposes as it creates a particular lot, and to declare and establish limited common areas or limited common elements within said Boundary Lane for private parking or other private uses for the benefit of individual lots shown hereon that have been constructed by said individual lots.
- All public and private utility companies shall have the non-exclusive use and benefit of the above-described Boundary Lane for the installation, operation, maintenance, repair and replacement of underground utility lines and facilities. Such companies shall be obligated to exercise such utility easement rights in a reasonable and prudent manner, and to restore the surface of any lands damaged or disturbed by the exercise of such rights to at least as good a condition as existed prior to such exercise.
- The 10 foot Untreated Water Irrigation Line Easement shown hereon along the common boundary between Lots 8 and 9 is hereby reserved to the undersigned owner and granted to the Boundary Association and the owner or owners from time to time of said nearby Golf Course Parcel No. 2 as a perpetual, non-exclusive easement for purposes of installing, operating, maintaining, repairing and replacing an underground untreated water irrigation line. The undersigned owner reserves the right to cross said easement with forms of access, drainage, utility lines and vehicular traffic, with other utility lines and drainage and irrigation systems that do not interfere with the irrigation line, and with surface water features.
- (See paragraph 4 at left of plat)

Executed this 6th day of May, 2001.

Owner: THE EP BOUNDARY, LLC
 Don L. Fitchett Jr., Managing Member

State of Colorado CO
 County of Eagle

My commission expires: 10/28/03

Harvey King
Notary Public

PLAT NOTES

- The lands within the Boundary of River Valley Ranch are subject to the terms and conditions of the Amended and Restated Master Declaration of Protective Covenants for River Valley Ranch (including the Declaration's Reserved Rights under Article 6 thereof) recorded March 26, 1998 in Book 1059 at Page 623 in the Office of the Clerk and Recorder of Garfield County, Colorado, as amended by First Amendment recorded January 18, 1999 as Reception No. 583974 and by Second Amendment recorded August 22, 2000 as Reception No. 587972 of said records, as said Master Declaration may be further amended from time to time. This First Amended Plat of the Boundary at River Valley Ranch constitutes a Supplemental Plat as defined in Section 2.57 of said Master Declaration.
- The lands within the Boundary of River Valley Ranch are subject to the terms and conditions of the Amended and Restated Fourth Supplemental Declaration to Master Declaration of Protective Covenants for River Valley Ranch, Colorado, as amended and Restated Fourth Supplemental Declaration may be amended from time to time.
- The lands within the Boundary at River Valley Ranch are subject to the terms and conditions of the Amended and Restated Declaration for the Boundary (including the Declaration's Reserved Rights under Article 4 thereof) recorded June 13, 2001 as Reception No. 584311 in the Office of the Clerk and Recorder of Garfield County, Colorado, as said Amended and Restated Declaration may be amended from time to time.
- The lands within the Boundary at River Valley Ranch are subject to the terms and conditions of the Subdivision Improvements Agreement recorded May 13, 1999 as Reception No. 584811 and of the Amendment thereto recorded June 13, 2001 as Reception No. 584309 in the Office of the Clerk and Recorder of Garfield County, Colorado.
- Each lot depicted on this First Amended Plat is a building envelope within which may be constructed from time to time, in the discretion of the undersigned owner, a multiplex structure containing the number of townhomes or condominium units that are indicated for that lot. Upon substantial completion of each structure, the undersigned owner shall have and hereby reserves the right to redivide/condominate the lot into the appropriate number of townhomes or condominium units. Each such redivision Plat or Condominium Map may declare and establish common areas or common elements (including limited common areas or limited common elements), and may reserve and/or grant additional easements for drainage, irrigation, water features, underground utility, and/or other appropriate purposes.
- This First Amended Plat amends, supersedes and replaces in its entirety that certain First Plat of the Boundary at River Valley Ranch recorded May 13, 1999 as Reception No. 584719 in the Office of the Clerk and Recorder of Garfield County, Colorado, and all dedications, easements and other matters made or shown thereon are hereby fully and forever vacated, terminated, and deemed to be of no further force or effect.

Certification of Mortgagee Consent

The undersigned, being the holder of a Deed of Trust upon the real property which is platted and subdivided as shown upon the within First Plat, hereby certifies that it has reviewed the within First Plat and by this Certification does hereby consent to said First Plat and to the recording thereof, and to all dedications made by and upon said First Plat as shown in the Certification of Dedication and Ownership set forth hereon, and does hereby subordinate any interest that it may have in and to the Property subject to such dedications to the extent to which such dedication are made.

Dated this 5th day of July, 2001.

Julie Mandel
ALPINE BANK
Vice President

My Commission Expires: 10/28/03
 COUNTY OF Garfield

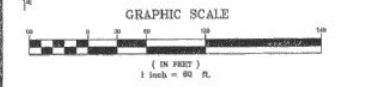
The foregoing Certification was acknowledged before me this 5th day of July, 2001, at Aspen, Colorado.

Trish Warrington
Notary Public

My commission expires: 10/28/03
 PRESS MY HAND AND SEAL

DEDICATION PARAGRAPH 4

4. The Drainage Easement that traverses the northwesterly portion of Lot 1, as shown hereon, is hereby reserved and dedicated as a perpetual, non-exclusive easement for the benefit of the same parties, for the same purposes, as are set forth in Paragraph 8 of the Certificate of Dedication and Ownership contained on the First Plat of River Valley Ranch recorded September 27, 1998 as Reception No. 498289 in the Office of the Clerk and Recorder of Garfield County, Colorado.



Legend and Notes:

- indicates found monument, #5 rebar and Yellow Plastic Cap (YPC), L.S. 15170.
- indicates set monument, #5 rebar and Yellow Plastic Cap (YPC), L.S. 15170.
- Bearings are relative to a bearing of N 89°39'49" W 5332.30' on the line between a Garfield County Surveyor's cap found at the southeast corner of Section 3, Township 8 South, Range 85 West, 8th P.M. Colorado.

LINE	BEARING	LENGTH	AREA
1	S 50°25'30" E	815.15	0.0000
2	S 40°37'14" E	478.05	0.0000
3	S 30°35'57" E	146.36	0.0000
4	S 47°40'24" E	338.57	0.0000
5	S 58°34'39" E	244.83	0.0000
6	S 47°40'24" E	64.02	0.0000
7	S 41°46'12" W	85.82	0.0000
8	S 37°54'13" W	84.73	0.0000
9	N 51°18'02" W	50.68	0.0000
10	N 25°39'07" W	179.45	0.0000
11	N 65°16'22" W	42.23	0.0000
12	N 68°50'11" W	134.02	0.0000
13	N 7°39'41" W	68.00	0.0000
14	N 29°58'10" W	498.47	0.0000
15	N 42°30'11" W	435.27	0.0000

SCHMUESER GORDON MEYER
 115 W. 8th Street, Suite 200
 Glenwood Springs, Colorado 81601
 (970) 945-1004 FAX (970) 945-5948
 Aspen, Colorado (970) 925-6727
 Email: survey@sgmco.com

THE BOUNDARY
at RIVER VALLEY RANCH

PLAT NO. 2000-174,001
 Drawn by: KRW
 Date: JUNE 2001
 Approved: [Signature]
 Title: [Signature]

1
OF 1



Building #1



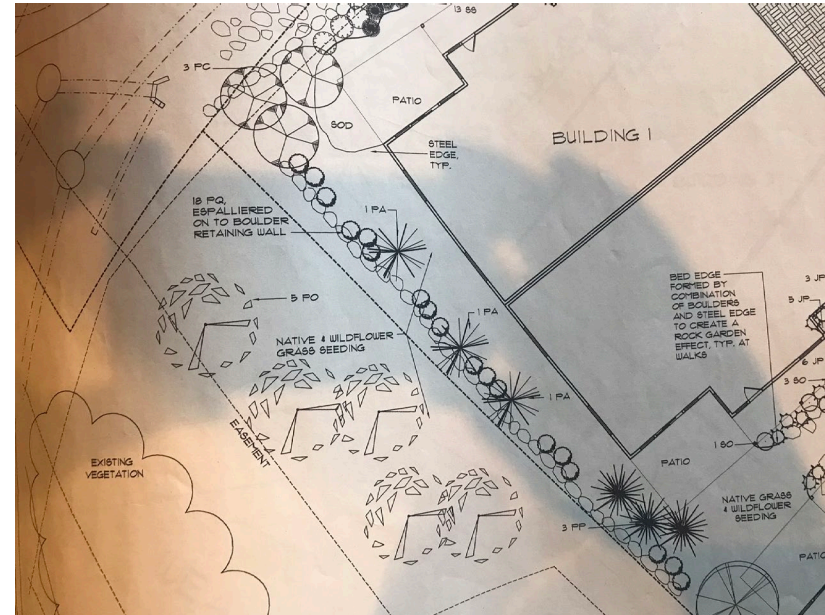
Building #2



Building #4



Buildings #1 & #2 Photo from 2005



Building #1 Original Landscape Plan

Adverse Possession

Colorado law requires the occupier (or "squatter") to openly be in possession of the property for 18 years, or after seven years of consistent payment of property taxes and color of title. The term color of title refers to some written document that shows a good faith belief that the possessor is legally entitled to the land, even if it fails to carry the necessary legal authority to do so.

Building #	Year Built	Age
1	2001	21
2	2002	20
3	2021	1
4	2001	21
5	2007	15
6	2008	14
7	2019	3
8	2011	11
9	2019	3
10	2020	2
11	2020	2

Buildings 1, 2, and 4 are over 18 years old, but we have no proof of when we started maintaining the encroached areas. In addition, we have never paid property taxes on the encroached areas.

Five Elements Required for an Adverse Possession Claim

1. Continuous

It fails because we only maintain the area six months out of the year.

2. Hostile to the interests of the owner of record (i.e., without permission)

It applies because our possession infringes on the rights of the golf course owner.

3. Open and notorious

It applies because the lawn area we maintained was evident to anyone.

4. Actual (i.e., physically present on the property)

It fails because we do not have a physical structure on the property (i.e., a fence)

5. Exclusive (one claimant for the entire statutory period)

It fails because we share the area.

Legal Research by Ben Johnston, Partner,

What is the statute of limitations to bring an adverse possession claim? 18 years is the statute of limitations for bringing a claim of adverse possession after the right to bring such action has first accrued (i.e., 18 years from the date one can establish an adverse possession claim). See C.R.S. §§ 38-41-10 and § 13-80-108; *San Juan Basin Consortium, Ltd. v. EnerVest San Juan Acquisition Ltd. P'ship*, 67 F.Supp. 2d 1213, 1225 (D. Colo. 1999); *Childers v. Quartz Creek Land Co.*, 946 P.2d 534, 537 (Colo. App. 1997).

Can you bring a claim for adverse possession after a gap in possession? You can, if you have already established a valid claim for adverse possession (e.g., actual, adverse, hostile, under claim of right, exclusive, and uninterrupted for the 18-year statutory period). Title to property vests after 18 years of adverse possession, and title to property is not divested by “cessation of occupancy or by the acknowledgement of the former title owner.” *Hunter v. Mansell*, 240 P.3d 469,475 (Colo. App. 2010). Thus, in this instance, the properties that have adversely possessed the golf course property for 18-year can still bring a claim.

If you have not yet established a claim for adverse possession (i.e., the 18-year statutory period has not yet run), the gap likely will extinguish your ability to bring the claim. See generally *Hunter v. Mansell*, 240 P.3d 469,475 (Colo. App. 2010). This depends on the facts and circumstances of the gap and the reasons such gap. However, in this instance, the decision to stop mowing and irrigating in light of the interaction with Red almost certainly extinguishes the claim. *Ocmulgee Properties Inc. v. Jeffery*, 53 P.3d 665, 667 (Colo. App. 2001) (“To disrupt the adverse possession claim, the record owner must assert a claim to the land or perform an act that would reinstate him in possession.” *Bushey v. Seven Lakes Reservoir Co.*, 37 Colo.App. 106, 109, 545 P.2d 158, 161 (1975). See also 16 Richard R. Powell, *Powell on Real Property* § 91.07[2] (1999)(owner can interrupt claimant's adverse possession by obtaining a judgment against claimant or by openly entering the property with intent to take possession and effectively exclude the claimant); 4 Herbert T. Tiffany, *The Law of Real Property* § 1161 (3d ed. 2000)(adverse possession is interrupted by the owner's entry on the land for the purpose of taking possession or by legal action to recover possession).



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