
RECORD OF PROCEEDINGS

**Minutes of Action Taken
By Consent of the Directors
Without a Meeting
Anglers Preserve Owners Association
October 17, 2018**

As permitted by law, the undersigned Directors, being all of the Directors of the Anglers Preserve Owners Association, unanimously agree to waive the notice requirement for a meeting and to adopt the following action(s) without a meeting.

1. Construction Activity and Contractor Regulations Policy

These minutes may be executed in counterparts.

Dated this 17th day of October, 2018



Rick Hermes



Jeff Townsend



Jonathan Seligson

Anglers Preserve Owners Association

October 16, 2018

Construction Activity and Contractor Regulations

- VEHICLES AND PARKING AREAS** Construction vehicles, heavy equipment and construction workers shall park only in areas approved by the Design Review Board, if in effect, or Executive Board of Directors (hereafter Board) at the on-site pre-construction meeting. Construction and workers' vehicles shall not be parked on other lots, open space areas, cul-de-sac and Anglers Way, without prior approval by the Board.
- CONSTRUCTION EQUIPMENT, MATERIALS, TRASH AND DOGS** The Owner or General Contractor shall be responsible for maintaining a clean job site at all times, including any trash and debris along the adjacent roadways and properties. All construction material shall be stored in a designated materials storage area. At the end of each day of construction, all debris and related material shall be deposited in dumpsters or other suitable storage devices. Said dumpsters shall be emptied on a weekly or as needed basis. The location of the materials storage area and dumpster shall be indicated on the Construction management plan and shall be located to minimize the visual impact from adjacent properties and roadways. A bear proof trash container is required on all construction sites for all food trash. Contractors are prohibited from bringing dogs to any job site at Anglers Preserve.
- CONSTRUCTION EQUIPMENT AND MATERIAL STORAGE** Each Owner or Owner's Representative and their contractors shall ensure that all construction material is stored in a designated materials storage area. Such storage area shall be indicated on the Construction Management Plan described above, and shall be located to minimize the visual impact from adjacent properties and roadways.
- DEBRIS AND TRASH REMOVAL** Owners, Owner's Representatives, and their contractors shall be responsible for assuring that: a) At the end of each day, all trash and debris on the Construction Site is cleaned up and stored in proper covered containers or organized piles and not permitted to be blown about the site or adjacent property b) At least once a week, all trash and debris are removed from the Construction Site to a proper dump site located off of Anglers Preserve property c) Due to the abundant wildlife within the Anglers Preserve community, the Owner or General Contractor must arrange for and must utilize bear-proof trash containers to be available on-site at all times for food trash. All trash and debris shall be kept off the road right of way and adjacent property at all times. Littering and failure to maintain a clean site are punishable by fines as described in Section 5 below. Any clean-up costs incurred by the Board in enforcing the requirements will be billed to the Owner or deducted from the Compliance Deposit.
- RIGHT TO FINE** The Board may impose a fine of Two Hundred Fifty Dollars (\$250.00) against the Owner or General Constructor for the first violation of any term or condition of these Regulations. For each subsequent violation, the Board may impose additional fines as outlined in section 12 of the Anglers Preserve Policy to Enforce Covenants and Rules or as otherwise determined by the Board. Other fines, up to or in addition to the full amount of the Compliance Deposit, may be issued by the Board or Board agent for more extreme violations. The Owner or General Contractor shall pay any fine imposed and all costs and damages incurred under this paragraph within thirty (30) days after the Owner or General Contractor receives written notice thereof. If an Owner or General Contractor fails to pay such fine(s) when due, the fine will double and ultimately the Board may deduct the amount of the fine from the Owner's Compliance Deposit and/or take

Administrative & Financial Management Provided By Marchetti & Weaver, LLC

Mountain Office
28 Second Street, Suite 213
Edwards, CO 81632
(970) 926-6060

Website & Email
www.mwcpaa.com
Admin@mwcpaa.com

Front Range Office
245 Century Circle, Suite 103
Louisville, CO 80027
(720) 210-9136

such other action as permitted under the Declaration, the Design Guidelines, and these Regulations. Until the fine has been paid and the infraction is corrected, no approvals shall be granted by the Board.

6. **RIGHT TO SUE FOR INJUNCTIVE RELIEF** The Board may sue the Owner or General Contractor to enjoin violation of the Design Guidelines and these Regulations.
7. **RIGHT TO SUE FOR DAMAGES** The Board may sue the Owner or General Contractor for all damages, losses, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements incurred by the Board as a result of any violation of any term or condition of these Regulations.
8. **LIEN** As provided in the Declaration, the Association shall have, and by its commencement of Construction Activities upon the Site the Owner further acknowledges the existence of, a lien against the Site and all of the Owner's other properties within the Anglers Preserve to secure payment of: a) any fee, charge, fine or other amount due from the Owner to the Board under the Declaration, the Design Guidelines, and these Regulations; b) interest on any unpaid amounts at the rate of eighteen percent (18%) per annum (or such lesser percent, if eighteen percent exceeds the maximum rate permitted by any applicable usury statute in effect at the time) from the date due until paid; and, c) all costs, damages, and expenses of collecting any unpaid amounts, including, without limitation, reasonable attorney's fees and disbursements. Any such lien may be foreclosed as a mortgage under the laws of the State of Colorado. This lien may be evidenced by a lien statement executed by the Association and recorded against the Owner's Site.
9. **OTHER RIGHTS AND REMEDIES** The Board shall have all other rights and remedies available to it by law or in equity. All rights and remedies of the Board shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy, including loss of privilege of use of homeowner common area facilities. The Association and the Board hereby empower and direct its agent to enforce and carry out any and all of the foregoing Board remedies (except the rights of a lien holder) including the right to fine.
10. **APPEALS OF FINES** An Owner, Owner's Representative, or General Contractor may appeal any fine imposed against the Owner or General Contractor by the Board or Board agent to the Anglers Preserve Owners Association Executive Board, in accordance with the following terms and conditions: Within ten (10) days after receiving written notice from the Board imposing a fine against the Owner, Owner's Representative, or General Contractor, may file a written appeal with the Board. If the Owner, Owner's Representative, or General Contractor, fails to file a written appeal with the Board within such ten (10) day period, the Owner, Owner's Representative, or General Contractor, shall have no further right to appeal the fine under this section. If the Owner, Owner's Representative, or General Contractor, files a written appeal within such ten (10) day period, the Board shall review such appeal and deliver a written decision with respect thereto to the Owner, Owner's Representative, or General Contractor, and to the Board as the case may be, within thirty days after its receipt of such appeal. If the Board decides in favor of the Owner, Owner's Representative, or General Contractor, the Board shall revoke its notice imposing the fine. If the Board decides in favor of the Association or Board, the Owner, Owner's Representative, or General Contractor, shall pay such fine, as originally imposed by the Board within five (5) days after its receipt of the Board's written decision.