

FORWARD. The document below was compiled by our FPOA manager, Jennie Gannon, and I thank her for this substantial effort. The comments submitted from members (shown in BLACK) are exactly as received. My INITIAL comments are reflected in RED and annotated "KP". (Please note that this document, and an UNANNOTATED copy of this document, will be posted on our FPOA website.) These are comments ONLY, and in no way reflect a final decision on members' comments or concerns. Making these comments provided me an opportunity to carefully read and consider member concerns. I have not had time to comment on each and every member comment/concern in this document, but have tried to initially address major points. However, **all member concerns will be heard** at the special FPOA meeting tomorrow, Saturday, May 12, 2012, 10 a.m., at the Fair Barn in Fairplay. Members are politely reminded that this is the second DRAFT of these documents, and there will undoubtedly be changes and clarifications. Finally, the final declarations (documents) will not be adopted unless approved by a formal vote of the membership as specified in existing FPOA declarations and Colorado state law.

Kevin Pollard
President, FPOA
May 11, 2012

COMPILATION OF COMMENTS ON 2ND DRAFT OF AMENDMENTS TO FPOA GOVERNING DOCUMENTS EMAILED AS OF 5/7/2012.

ARTICLES OF INCORPORATION

Article 8 Principal Office and Registered Agent

1. Can this be generalized so that this document doesn't have to be amended each year thus generating more attorney fees? Remove the person's name and point the reference to the Co Secretary of State's office where the annual filing needs to be done anyway. (rs)

KP: We can ask the question. The document isn't amended each year.

Article 9 Board of Directors

1. A board of only 3 to 5 people is too small for a 300+ member organization. Suggest minimum number be 7 to 9. (ajm)
KP: It's difficult enough to get participation by the full board for quarterly meetings, etc. Current experience is that the vast majority of the workload has fallen on two members. I see no correlation between the size of the organization and the size of the board. THEORETICALLY, a Congress of 535 is sufficient to guide a US population of 300 million plus. Perhaps "ajm" could like to be the next FPOA president and work this issue.

Article 10 Amendment

1. Owner approval requirements too low. No action should be taken that affects property without a 67% vote of all members. (ajm)

KP: This comment calls for a complete stalemate in FPOA operations. A 67% affirmative vote is needed to amend declarations. The by-laws are the day-to-day working policies of FPOA, and should be changeable by the board.

2. This is not acceptable. Rogue groups could affect unwanted change literally at any time—much like how many members feel about all of these changes now! (rs)

KP: Rogue groups? Participation by members in any activity is usually quite low.

BY LAWS

Article 4 Meetings of Members

4.2 (b) Budget Meetings

1. Add other ways to conduct meetings, i.e. internet. (rs)

KP: Business can be conducted via email, etc. Provisions seem quite acceptable. The membership confuses me. Some complain about increased dues; other members want us to conduct webcasts, etc. It all takes money and effort.

4.2 (c)

1. Notice for the meeting should extend from 10 to 20 days. (rs)

KP: We publish an estimated annual schedule for board meetings. Additionally, our website continues to improve, and we will post meeting dates and times as soon as they are known, and not later than 10 days before the meeting. We have also posted physical times at the neighborhood entrances (the first time this has been done). We can't meet all the desires of such a diverse membership.

4.4 Notice of Meetings

1. Leave notification period at 30 days. Many owners are out of county or state and need time to make arrangements to attend meetings. (ajm)

KP: See comment above. There are also occasions when meetings are cancelled or rescheduled. The board of directors volunteers its' time, and have busy lives, too. Perhaps "ajm" will volunteer to be our "meeting notification function manager".

2. Notification should be at least 20 days before. (rs)

4.6 Quorum of Members

1. 20% of membership is not enough for a quorum. With 300 owners, this means that 30 owners can make changes that affect all of us. In light of the restructuring of governance of the subdivision, we need at least 30% of the membership as a quorum. It is easy enough to do electronic polls of owners for votes that affect members and their property. One-fifth of the membership is not enough representation. (ajm)

KP: I wonder how many annual meetings "ajm" has attended. At one annual meeting which I attended strictly as a member (not on the board), board members were stopping passing vehicles in a valiant attempt to get a quorum. As a boss of mine used to say, "Nothing is impossible to the one who does not have to do it." Perhaps "ajm" would like to run for the board and experience the realities of trying to operate FPOA.

2. Rogue group could affect unwanted change. Why would a notice of new date, time and place not need to be given if meeting is adjourned? (rs)

KP: Valid point. The Board should make every reasonable effort to advertise meetings. Need to clarify/change.

4.13 Acceptance or Rejection of Individual Votes

1. What about a period of time to prove the validity of the signature/proxy?

KP: Good question. We can clarify.

Article 5 Board

5.1 Board Number

1. Five members are not enough. Five people (1.6% of the ownership) cannot be permitted to act for 300. A quorum of three board members who can levy assessments, enforce fines and liens, and take on debt is not a fair or workable situation for this subdivision. (ajm)

KP: Agree with part of this comment. See answer above (pg 1) regarding board size. We will review provisions on issuance of fines, etc.

2. "...Board of Directors which shall consist of five members...) Is this in conflict with Article 9 of the Articles of Inc.? (rs)

KP: Will resolve any inconsistency.

5.7 Compensation

1. Is this a bit open-ended? Do you want to pay for my gast to travel from Denver to Fairplay and back just because I'm a Board member? What if I'm in Phoenix on business and need to come back for a Board meeting? (rs)

KP: Similar provisions have been in effect since the inception of FPOA, and we are unaware of any abuse of these provisions. The board would not approve payment for long-distance travel of a board member to attend a meeting. I have called in from Chicago to attend a meeting telephonically. Any such expenditures will continue to be monitored by normal financial management practices.

Article 6 Meetings of Directors

6.4 Location of Meetings and Open Meetings

1. Why would meetings be held in the Denver Metro area? (rs)

KP: Good question. Will delete "or Denver metropolitan area".

6.7 Proxies for Board Meetings

1. Will proxies have to describe what is being voted upon? (rs)

KP: Yes. Please note that this article addresses proxies given by one board member to another board member for a board meeting, and clearly addresses "a particular issue".

Article 7 Powers and Duties of the Board of Directors

7.1 (i) Powers and Duties

1. Too broad a power. Need some checks and balances. Suggest adding "in accordance with the approved FPOA budget or other actions approved by the Board and distributed in advance to the members" (dw)

KP: Similar response to above. It is most difficult to manage this association as is. Please provide examples of documented abuse. The activities of the current board have been extensively documented in meeting minutes and newsletters. These documents have been posted on our FPOA website, and the website continues to be improved.

7.2 Managing Agent

1. Gives too much power to the managing agent. A manager cannot be allowed to change governing documents, set the budget, get the HOA into litigation, buy or sell assets or real estate, or take out loans. Please delete for the managing agent the following powers assigned to the Board in Section 7.1: (b), (c), (g), (i), (j), (k). (ajm)

KP: The managing agent ALWAYS works for the board of directors. This provision indicates that the Board may delegate powers and duties, but the Board NEVER delegates ultimate responsibility. We can clarify this.

Article 10 Books and Records

10.3 Examination

1. Does a written policy exist re: confidential documents? Can I get a list of all members and their contact information? (rs)

KP: Good questions, and we are happy to address them for the knowledge of all members. FPOA does not have "confidential documents". First, as stated in the current declaration: " The Association will operate as a non-profit organization, its books may be examined at any reasonable time by property owners, and copies of rules and by-laws separate from these protective covenants will be provided to each purchaser upon request."

Regarding the second question, we just confirmed with our legal counsel that FPOA is required by Colorado statute to provide the names and address of all FPOA members to any member who requests them.

Article 11 Amendments

11.1 Bylaw Amendments

1. Vote of a majority of members present or a majority of board members is insufficient protection for the owners. Bylaws should not be amended without a vote of two-thirds of the members, following notice to all owners. (ajm)

KP: Same response as noted above. Bylaws are the day-to-day operating instructions of FPOA. This association is difficult enough to operate with increasing voting requirements for bylaws to two-thirds of all owners. Anyone suggesting such a change has obviously not had actual experience in FPOA operations. In general, a quorum of members is one-fifth of total membership, or about 60 members. I have only attended one annual meeting where a quorum was achieved (see description of effort above). At this meeting there was one motion presented to the membership (purchasing water shares to keep the community pond full), and the vote was unanimous to do so.

2. Rogue groups could affect unwanted change. (rs)

KP: I will provide my perspective on this issue of "rogue groups". It is extremely difficult to get a quorum of members, period. To suggest that a quorum of members who are all of "one mind" on one or more issues could be assembled seems, based on almost two years of Board experience, to be inconceivable to me. If this were a small, tightly-grouped condo association on a cul-de-sac in Denver, it might be possible. FPOA is a diverse group, geographically spread out, and it seems that most people live here for solitude.

Certification of ByLaws

1. Should require 67% of members voting to ratify new Bylaws—not proposed 1/5th of a quorum.

KP: Understand the concern. Need to clarify.

COVENANTS

Article 2 Name and Description of Property/Easements

2.3 Owners' Easements of Enjoyment

1. Why is 2.3(c) necessary? (rs)

KP: Will ask association attorney to clarify at the meeting. This appears to be standard "boilerplate" which I would assume is founded in legal custom and/or the CCIOA or CRNCA.

2.6 Easements for the Association

1. Easements have already been established. Any necessary new easements should be sold *only* by a willing lot owner. (joc)
2. Too broad. Opens the door for the BOD to trespass at any time. Additionally, "reasonable notice" is not defined. (rs)

KP: Will discuss at the meeting.

Article 3 The Association

3.3 and 3.4 Authority of the Association and Managing Agent

1. Section 3.3 states that the board is responsible for actions of the manager while Section 3.4 states that the board is not responsible. The board should definitely be responsible. (ajm)

KP: Agree that the board is ALWAYS responsible. The issue here is one of liability. The Board has the legal responsibility to exercise their responsibilities to the best of their abilities. However, the Board must be indemnified from liability. Experience has been that getting individuals to serve on the Board, or simply participate, has been extremely difficult. Who would want to serve on the Board, and invest significant personal time and effort without any compensation, AND also be personal liable? If a Board member creates a liability, the Association carries insurance.

2. Managing agent must carry their own insurance that protects the HOA. (rs)

KP: Disagree. The managing agent is just that, an agent of the Association, and is covered by the Association's liability policies. We are paying the part-time agent \$20 per hour worked. Let's be realistic.

3.6 Education and Training

1. Delete this provision which seems to permit homeowner dues to be used for individual owners. (ajm)

KP: This provision is, I believe, required by the CCIOA. Training is available on-line through HindmanSanchez. Training could also consist of a point-paper or PowerPoint presentation available for download from our FPOA website. Note that the text reads that "the Association shall provide". Individual owners will not be seeking training on their own with the expectation of payment or reimbursement from the Association.

2. Providing education and training opportunities for Owners, residents and occupants, opens the door for the attorneys to earn additional fees. This is unnecessary. Funding and supporting education and training for officers and directors should be supported. (rs)

KP: Disagree that this "opens the door for attorneys to earn additional fees". HindmanSanchez works for the Association, and they perform work only at the Board's direction.

Article 4 Assessments of Common Expenses

4.1 Creation of Lien

1. Only the board, not the manager should be allowed to charge owners. (ajm)

KP: Don't understand the comment. The manager works under the direct supervision of the Board.

4.3, 4.4, 4.5 Annual, Special and Supplemental Assessments

1. Because the board can levy several types of assessments, we absolutely need more owner input. The board must consist of more members, and there should be a provision that states that any increases in current assessments, or any new assessments over \$100 per lot must be approved by 67% of the members of the association. In no case should a majority of five board members have the power to assess owners multiple times for varying assessments. (ajm)
2. Simplify 4.5 by stating that only costs associated with remedying a violation (after due process and notice has been served) will be charged. Can't think of any instances where, as in sections a and b, an improvement needs to be done, nor of any other expenditures or charges beyond remedy and fines. (joc)
3. 4.5(a) is completely open-ended, and gives too much authority to the BOD to assess expenses to a land owner without giving the owner the opportunity to cure the issue. (rs)
4. 4.5(d) is too broad. (rs)

KP: Referencing the comments above, note that Section 4.4 references "Section 303(4) of the Act". This refers to the CCIOA, and highlights exactly why we are revising and updating our covenants. Colorado state laws have changed and, in instances such as this, provide greater protection for association members. Otherwise, I am sure that Section 4.5 will be the focus of significant discussion at Saturday's meeting, and we will seek arrive at an acceptable solution.

4.6 Working Capital

1. Why has this been added? (joc)

KP: To my knowledge, this provision has always existed in Colorado law. Will seek clarification from Kim Wittbrodt, our Association's bookkeeper, as well as legal counsel.

4.8 Effect of Non-Payment

1. Foreclosing on an owner is too much power for the HOA. (ajm)

KP: Read the paragraph closely, please. This discussed foreclosure of the lien owed by the member, and not the property. Foreclosure in this content means to "collect". Please also note that the paragraph describes "action at law", and not some arbitrary power of the Board.

2. Don't understand why this had been added? Why would association want to buy land? (joc)

KP: Highly unlikely that this would ever occur. Can discuss at meeting. In their comments, members seem to consistently overestimate the degree that an all-volunteer, uncompensated Board would wish to engage in such intensive matters.

3. 4.8(a) iss too open. A percent limit needs to be set here. What is "reasonable"? (rs)

KP: A percent limit may be too restrictive. The Association has consistently been reasonable. Let's discuss.

4.10 Borrowing

1. Suggest a cap on borrowing – perhaps not to exceed a certain percentage of annual dues. (dm)
2. What does this provision mean? (joc)
3. Remove or use language that would allow for a vote of members. (gt)

KP: We can discuss this to the satisfaction of the members at Saturday's meeting. I, personally, see no instance where the Association would borrow money. We must remain mindful, however, that FPOA will undoubtedly be in existence many decades into the future, and circumstances may change.

Article 5 Covenants and Restrictions on Use, Alienation and Occupancy

5.1 Flexible application of the Subsequent Covenants and Restrictions

1. Covenants should be reasonable and enforceable once agreed on and changed. Exceptions should not be made to give the board flexibility in deciding what they want to enforce. (joc)
2. This sounds like "limitations and restrictions" could be applied to "Joe" but waived for "Sam". "circumstances" should be clearly defined so it would be applied equally to everyone. (gt)

KP: We will thoroughly discuss this Article at Saturday's meeting.

5.3 Use/Occupancy

1. Prohibits all short term rentals or B&Bs. Too restrictive for a subdivision of this size where many of the homes are vacation homes. (ajm)

KP: I support this provision, and I believe that a majority of our members do, too. If structures in this neighborhood are vacation homes, they should be vacation homes for the owners and their family and friends. Who would want the owner of an adjacent property to rent out their home to a university fraternity for an initiation party? There are certainly places where an owner can execute short-term rental of their home, or operate a B&B, but not within this covenanted community.

2. Garage sale, estate sale, snow removal or other service signs are all prohibited? What is "reasonable and customary" in part (c) of this paragraph? (rs)

KP: Can discuss at meeting. One-time, temporary signs would likely be permissible. The Association does not want signs to the effect of "Bob's Plumbing and Heating Company" posted on properties. This is a covenanted mountain community, and not an industrial park. We hope to add advertising to our FPOA website and newsletters as a way to generate additional income for the Association and to make owners aware of available services.

5.4 Leasing and Occupancy

1. Does this refer to an owner leasing a vacant lot? Can't think of any circumstances of this. (joc)

KP: I, personally, see no concern with this provision. Will ask Association attorney to clarify.

5.5 Maintenance of Lots and Improvements

1. Eliminate "replace" in 4th line of this paragraph. (joc)

KP: This section will be discussed at the meeting.

5.6 Residence and Building Size and Location

1. Make sure these are consistent with county regulations. (joc)

KP: We believe they are, and will confirm.

5.7 Restrictions on Pets

1. Don't believe in dog breed restrictions. However no dog should be allowed to live outdoors—it's cruel, disturbs wildlife, and encourages barking. (joc)

2. This has changed significantly from Article 22 of original Declaration. "Domestic Animals" no longer is in the language, only "a reasonable number of horses (as determined by the Board)". What if someone wanted a goat? It should not be determined solely by the Board what a "reasonable number" should be. And, why would Sacramento Creek have anything to say about it as long as water were hauled in for "Domestic animals", thereby not violating the water decree? I also do not think the Board should have sole discretion on declaring any pet as a "danger" nor be able to declare any breed to be dangerous. Will the Board all be experts on breeds and animal behavior so as to be qualified to make such a decision? Don't blame an animal for the way certain people have trained them. Put a clause in there to keep out the people who train their animals to be dangerous. The only thing I agree with in this paragraph is the picking up of feces from common areas and the hold harmless clause. I have been impressed since living in Foxtail because everyone

I see has their dogs on leash, complying with original Article 22. I see no need to model this after some Front Range subdivision.

3. "Feces left by Pets upon the Common Area must be removed promptly by the owner of the Pet ..." Does this include horses? Can the common area be defined as roadways too? Does the management company watch, patrol, and pick up as well? Who does the DNA testing? (rs)

KP: Too many comments to address here. Will discuss at meeting. I believe both the state and Park County have restrictions on types and numbers of animals permitted on a given plot of land. To my knowledge, Foxtail Pines is zoned as residential, and not agricultural.

5.8 Antennae

1. This entire section is ABSOLUTELY unacceptable. There is sufficient tree cover to limit the sight of any other antennae structure. The FCC issued ruling PRB-1 in 1985 giving HOAs guidelines for antennae structure. This section restricts anyone with the interest in Amateur Radio from constructing and using antennae structures needed to adequately transmit and receive signals. Amateur radio has been a vital resource for emergency communications and public events – Mosquito Pass mule races as an example. (rs)

KP: This commenting member obviously has a very specific interest in the subject of antennae. The vast majority of members undoubtedly only have an interest in the standard "dish" used to receive satellite programming/internet. We can specifically discuss this issue with "rs". It should be remembered that any installation of a specialized antenna requires prior review and approval by the Architectural Review Committee. If said antenna does not create detriment to the surrounding properties or community, it would most likely be approved.

5.9 Tanks

1. This provision is not necessary. (ajm)

2. Will the ACC (ARC) approve the screen to hide a tank, or sit on it for 45 days so it is denied. Does this mean the 5 gal portable propane tank for my BBQ grill needs a screen? Where did this come from? Another front range HOA thing? (gt)

3. This is burdensome and not clear as to what screening is needed. And why should this even be an issue? (rs)

KP: We can discuss at meeting. Existing tanks would obviously be "grandfathered".

5.11 Vehicular Parking, Storage and Repairs

1. We all know we can't wash cars, as it would violate the water decree. The rest of this paragraph not allowing me to repair my vehicles outside a garage would produce undue hardship to me (and others) as I do not have a garage and would be forced to pay someone to do the repairs with money I may not have. Is this another front range HOA thing? (gt)

2. This is not reasonable and too restrictive. (rs)

3. 5.11(e) may not be possible due to the limited access of parts and supplies. Revise. Not sure how many areas are paved in our community. (rs)

4. 5.11(f) Does this really need to be documented? Where do fire lanes exist in the community? (rs)

5. 5.11(h) Isn't this the Sheriff's responsibility?

5.14 No Annoying Lights, Sounds or Odors

1. What about burglar alarms, motion lights and security lighting? (rs)

KP: We will seek to clarify. Be advised that Park County has regulations on lighting, etc.

5.15 No Hazardous Activities

1. Firearms – what if owner is protecting family or property? No campfires or firepits? Too restrictive. (rs)

KP: The Colorado "make my day" law allows, I believe, for defense of person and property. This obviously applies to unnecessary discharge of firearms. The provision on "no open fires" clearly provides "exceptions", and this content appears appropriate.

5.17 Outbuildings and Temporary Structures

1. This unduly restricts the use of my property. The inability to have people stay in tents, in trailers, not be able to build a tree house or simple vantage point is unacceptable. (rs)

KP: "rs" believes this is unacceptable, but I know of a number of members who would disagree. The foundational declarations of Foxtail Pines clearly prohibit recreational vehicles. As noted above, there are undoubtedly many places where a homeowner could place such items on their property, but not in the covenanted mountain community of Foxtail Pines.

5.19 Trash Removal Restriction

1. Why not have bear-proof dumpsters placed in a common location instead of having everyone buy their own containers for \$200 to \$900 per bin? (rs)

KP: The current Board has pursued, for the first time, some "group purchasing" efforts for LPG. I, for one, would not begin to consider providing "community dumpsters". It would be virtually impossible to control access and use. It is highly probable, if not inevitable, that non-residents would use such containers, and even more probable that hazardous or toxic substances would be "dumped". These behaviors are exactly the reason that Park County and Fairplay do not have "always open", unattended recycling services.

5.20 Prohibition of Marijuana Distribution and Growing

1. If someone has the proper licence/prescription and is within Colorado Law, who are we to say they can't do it in their own home, at least for their own use. It could also be done per section 5.3 as "undetectable and non-disruptive". A "Dispensary" of course, would not fit our County Zoning Regulations. In my opinion, we do not need additional rules and regulations which go above and beyond State or County Laws. (gt)

5.23 Culverts

1. This seems obvious. Why is it in here? (rs)

KP: Unsure why this is here. Agree that Park County Building Department requires permits for culverts, and that they manage this process. Recommend deletion.

5.24 Clearing of Trees

1. Does this really need to be specified? (rs)

KP: Absolutely. People purchase property in Foxtail Pines to enjoy the natural mountain environment. It would be a great detriment to the entire community if an owner purchased a lot and decided to "clear cut" it out of preference or to sell the lumber. I would imagine that there are undoubtedly county, state, and possibly federal regulations which regulate such behavior as well. Regardless, FPOA has a direct interest in leaving the environment as undisturbed as possible consistent with building requirements.

5.26 Rules and Regulations

1. Because the Covenants give the board power to adopt Rules and Regulations, owners should be able to review and vote on such documents, with 67% necessary to pass for adoption or amendment. (ajm)

2. It scares me to think that a 3-5 person Board could make up whatever rules and regs they want and impose whatever fines they think are appropriate. Things like this should be a voting matter of the owners. (gt)

KP: These comments have been addressed above, and will be discussed at the meeting.

5.29 Use of the Words Foxtail Pines and Foxtail Pines Owners Association

1. Why? What risk exists? (rs)

KP: "Boilerplate" which seems quite appropriate.

Article 7 Architectural Review

7.2 (b) Acknowledgement of Owners

1. "Immediately" should be replaced with some sort of reasonable time frame. (gt)

KP: Agree that "immediately" could be changed to "promptly". Should also require that all work on the improvement must be suspended until updated approval by the ARC is obtained.

7.2 (h)

1. What does "toll the statute of limitations" mean? (gt)

KP: Good question. Will ask legal counsel.

7.3 Architectural Criteria

1. "...conformity and harmony of the exterior appearance of structures with neighboring structures, and conformity with the specification and purposes..." Guidelines need to be established and clearly spelled out. Board should not be reimbursed for plan reviews. (joc)

KP: This does not say that the Board will be reimbursed for plan reviews. This provision covers the highly-unlikely circumstance where an outside expert (engineer, etc.) might need to be retained to allow proper review by the ARC, and other such circumstances.

7.5 Architectural Guidelines

1. Must be approved by 67% of the membership, not the architectural committee.

KP: See previous comments. Recommend that "joc" volunteer to manage the proposed "approval by 67% of the membership" function.

2. Change "the Committee may propose" to "The Committee shall establish guidelines, approved by the BOD". (joc)

7.6 Reply and Communication

1. Suggest reply takes no more than 30 days. 45 days is too long a period. (dm, joc, rs)

2. If committee does not reply, request shall be deemed APPROVED. (dm, gt, rs)

KP: I agree with all of the members' comments. The draft document should not have been distributed with these provisions, and I personally apologize for this oversight. My firm recommendation to the Board and to the membership will be that replies be made in not more than 30 days, and that failure of the ARC to respond within this period to a receipt-acknowledged submission will be deemed to be APPROVED. IN ACTUAL PRACTICE, the Board/ARC has made every effort to approve applications as quickly as possible, and often within a few days. We also do not get "into the weeds" on applications. As long as the owner has the appropriate Park County permits, and the proposed improvement generally

conforms to the Foxtail Pines environment, it is highly likely that the submission will be approved. Thanks for the input.

7.8 Commencement and Completion of Construction

1. 2.5 months is not long enough for completion of construction of a house. (pb, ajm)
2. This should be in line with the duration of the required building permit. Please keep in mind an owner has the right to do his own work if he chooses to under a homeowner's permit. To impose such a short deadline would force one to subcontract all the work, increasing costs to a point he/she may not be able to afford the project, and be so rushed that the quality desired might not be achieved. (gt)

KP: I agree with all of the members' comments. The draft document should not have been distributed with these provisions, and I personally apologize for this oversight. My firm recommendation to the Board and to the membership will be that our ARC policies mirror those of Park County. Our research reveals that permits to build a dwelling are generally good for 3 years, and permits for an outbuilding (garage, shed, etc.) are generally good for 1 year. The Board's intent will be that our ARC policies will parallel Park County requirements. Thanks for the input.

7.11 Waivers

1. A decision made should set a precedent for future decisions, or there will be not consistency in the decisions. (gt)

Article 8 Insurance/Condemnation

8.1 Insurance on the Lots

1. I understand why a mortgage company requires insurance. I don't understand how an HOA can require this. If an owner owns their property outright, and chooses to be "self-insured"It should be the owner's choice. (gt)
2. The issue of "sufficient" insurance has not been addressed. If a property is insured, but under insured, a burned structure could remain an eyesore for years. Section 8.17 doesn't regulate the time frame except for using the term "promptly". Nevertheless, who is going to "police" this requirement? (rs)

This looks like a lot of coverage, and therefore expense. What does the association carry now, what new coverage is proposed, how much will new policies cost? (ajm)

8.8 Misc Terms Governing Insurance Carried by the Association

1. 8.8(e) NO. This is the sole responsibility of the manager or managing agent. (rs)

8.11 Annual Insurance Review

1. Add that premiums are reviewed to make sure they are reasonable and competitive. (rs)

Article 9 General Provisions

9.1 (b) (v)

1. When I bought property here, I verified compliance with Park County Building Dept for proper inspections and C.O. of the home. I did not verify approval of FPOA ACC. If there is no record of approval, the language in this section sounds like I could be required to remove my house. Am I understanding this correctly? (gt)

9.1 (b) (vii)

1. The board should not levy assessments to cover costs incurred by the association to bring a lot into compliance. This means that owners in compliance will be penalized for those not in compliance. (ajm)

KP: The assessments would be on the respective property owner, and not on members in compliance. The Board members are FPOA owners, too, and we don't want to pay such assessments either. We can clarify the language.

9.7 Interpretation

1. "The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration." So this entire document is subjective and the definitive language it contains can be warped by personal opinions? (gt)

KP: OTHER COMMENTS will be reviewed at the Saturday meeting as needed.

OTHER COMMENTS

1. Should there be any language about fire mitigation and/or control of infectious diseases or pests (i.e. Pine Beetle)? (joc)

2. I bought property here and chose to live here because of the relatively non-restrictive covenants. I fell these documents in general would give too much sole discretionary power to the Board, imposes and allows future impositions upon my personal freedoms and the enjoyment of my property in Foxtail Pines. (gt)

3. Except for the water rights issues, this document looks like it belongs in Highlands Ranch, or a similar suburb on the Front Range, where HOAs are out of control, not here in Foxtail Pines! Please consider that people are generally in favor of smaller government these days and we here in Foxtail don't need further "government" and more rules and regulations imposed upon us. (gt)

4. Part of Section 18 of the original Declarations states - "The Association will not create an unreasonable burden, requirement or cost for property owners in the development, except as required by the decree (water decree) in case number W-8480-77." What I have pointed out above (and will point out in more comments later), and most of the new additions in the Second Draft would impose "unreasonable burdens, requirements and cost for the property owners in the development". It has already cost us \$19,000 in legal fees for last year, if I read the Treasurer's report correctly, which must be the reason our HOA dues doubled this year. How much more before this is over? We could be buying more fish for the pond, road improvements/dust control.....This entire proposed document seems to be in violation of the intention of the original documents, per the sentence above from section 18 of original docs, which are currently to be followed. (gt)

5. At the end the recitals of all (3) documents, it is clearly stated that the original documents will be thrown out and replaced by these new documents. I think the "car" analogy in the newsletter is slightly misleading and should read something like this: We could repair our old car and get many more miles out of it, but we want to have it towed to a junkyard and crushed, at the Member's(Owner's) expense, and buy a new car, with all the features of the cars on the front range, except the bluegrass

requirements (as they already have our water, so we can't grow anything). The Members/Owners will make the payments and pay maintenance costs of the new vehicle which may not hold up to the rough roads here that we cannot afford to improve, since we spent all that money on the salesman(lawyers).

I believe these new documents create unreasonable burdens, requirements, and costs (in direct conflict with section 18 of our original declarations) not only to the Owners, but also imposes undue responsibilities to the Board to enforce all this. Current covenants have not been enforced, how will the new ones be dealt with? Will we need to hire some sort of "covenant cop" to write violations to us, increasing costs further? And then we will all be fined, and interest added if we cannot pay whatever the Board decides the fines and interest rate will be? (I have seen nothing in the docs that would put a limit on fines or interest). Then liens will be placed on all our properties. I am all for "Maintaining Foxtail Pines as a community of the highest quality and value....." but, who would want to buy into a community where many of the lots have liens on them?

To the Board, I am not trying to fault any of you, I do believe you have the best interest of the community in mind. But could it be you have been swayed by the excitement of the ride provided by the new "driver" (lawyers) of our car? I still don't think Foxtail Pines needs to keep up with front range HOA's. It's not our style here.

I see nothing in the new documents similar to the part of original section 18 that talks about not creating unreasonable burdens, requirements or cost to the owners. I think this is an important and meaningful clause which should be kept. (gt)

KP: The concerns of the member are noted, and these issues will be discussed at the meeting.

6. A proxy template and copies of Roberts Rules should be posted on the website. (rs)

KP: Good suggestions. We continue to improve the website, and these are appropriate additions.