

**RULES, REGULATIONS, POLICIES AND PROCEDURES OF
ALDASORO RANCH, A PLANNED UNIT DEVELOPMENT
(DOG CONTROL REGULATIONS AND POLICIES)**

These Rules, Regulations, Policies and Procedures (“**Rules**”) of “**Aldasoro Ranch**”, a Planned Unit Development (“**Community**”) have been reviewed and unanimously approved by the Board of Directors of The Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation (“**Association**”) and are being adopted and implemented to improve the quality of the living environment within the Community as well as to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association. These Rules replace and supersede any prior rules, regulations and/or policies adopted by the Association, if any, covering or otherwise addressing the matters, issues and provisions specifically stated and provided for herein. These Rules are promulgated in accordance with the authority of the Association as provided for in the General Declaration for the Aldasoro Ranch, recorded on August 5, 1991 in Book 480 at page 817, as amended or supplemented from time to time (collectively, the “**Declaration**”), the Bylaws of the Association, as may be further amended and supplemented from time to time (collectively, the “**Bylaws**”) and the Articles of Association of the Association, as may be further amended and supplemented from time to time (collectively, the “**Articles**”). The Declaration, Bylaws, Articles and such other duly adopted plats, rules, regulations and policies of the Association and the Community collectively referred to as the “**Governing Documents**”. Terms which are defined in the Declaration shall have the same meaning herein, unless defined otherwise in these Rules, improving the quality of the living environment within the Community.

RECITALS

- A. The Association has been formed for the Community to manage and administer the Community in accordance with the duties, powers and authority granted by the Governing Documents.
- B. The Association has secured certain approvals (“**County Approvals**”) from San Miguel County, Colorado (“**County**”) granting certain land use approvals in connection with the use and development of the Community and the Lots as reflected in the Aldasoro Ranch County Approval Documents.
- C. The County Approvals authorized the presence and inclusion of dogs within the Community, but subject to certain terms and conditions, including the adoption of these Rules by the Association, and the Association’s strict enforcement of the Rules, consistent with the amended Governing Documents.
- D. The Association wishes to promulgate rules and regulations related to the opportunity for Owners, Tenants, or Guests to have dogs within the Community to create uniformity and certainty with respect to the terms, conditions and requirements for dog ownership in the Community and to comply with the County Approvals.

DEFINITIONS

Unless otherwise provided for herein, all capitalized but undefined terms used in these Rules shall have the meanings set forth in the Governing Documents. In addition, the following definitions (“**Definitions**”) are intended to: (a) form a portion of the basis of these Rules; and (b) are incorporated in these Rules. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

- A. “**Contractor**” means a person or persons who are hired by an Owner or the Association to provide work or services for the Owner or the Association on their Lot or within the Community, including any managers or employees retained by the Association.

B. "Guest" means a person or persons who are present in the Community at the specific invitation of an Owner or Tenant. A Guest includes a visitor or family member not residing at the residence, but excludes a Contractor.

C. "Lot" means any lot designated for residential use and development that has been platted and included in the Community.

D. "Owner" means a person or persons who are the current fee simple Owner of a Lot and includes family members or other persons residing in the residence with the Owner.

E. "Resident" means an Owner or Tenant of a Lot who is residing or otherwise visiting a Lot.

F. "Responsible Party" shall mean any Owner, family, Tenant or Guest possessing dogs while on a Lot or while otherwise located in the Community.

G. "Tenant" means a person or persons duly authorized to lease a residence from an Owner that has been constructed on a Lot under a long term lease for a term of not less than six months. For purposes of these Rules, a Tenant under a lease shorter than six months shall not be allowed to have a dog in the Community.

1. **PERMISSION TO MAINTAIN DOGS**

1.1. A copy of these Rules shall be provided to prospective residents at an appropriate time before closing.

1.2. Consistent with the County Approvals and these Rules, an Owner or Tenant, while residing or otherwise present on a Lot or otherwise located within any portion of the Community, shall each be permitted to possess and keep up to two dogs and their offspring up to three months old (hereinafter, "dogs" or "animals") on the Owner's Lot, provided that in all events, the Resident(s) possessing the animal(s) must strictly comply with all terms and conditions of these Rules as well as the Governing Documents, the County Approval, and applicable state and County law.

1.3. A Guest of an Owner or Tenant while residing on a Lot shall also be permitted to possess and keep not more than two (2) dogs for up to, but not longer than two (2) weeks in any year. The Owner or Tenant is responsible for insuring that any Guest with a permitted dog strictly complies with all terms and conditions of these Rules as well as the Governing Documents, the County Approvals, and applicable state and County law. The Owner or Tenant must notify the Manager of the Association that the dog(s) will be at the Residence and the duration of the stay, provide a photograph of the dog(s) and inform the family and/or Guests of these Rules. Any violations of these Rules shall be attributable to the Owner of the lot and result in the fines described in these Rules.

1.4. Nothing herein shall allow more than a cumulative total of more than four (4) dogs on any Lot at any given time, whether the dogs belong to the Owner, Guests or a Tenant.

1.5. These Rules shall apply to any dog expressly or impliedly permitted by a Responsible Party, without regard to who owns or has custody of the dog or how the dog comes upon or is brought upon the Owner's lot (Residence).

1.6. Under no circumstances shall a Contractor or service person working for an Owner, Tenant or Guest be permitted to bring dog(s) into the Community. Prior to construction of a residence on a lot, the Owner and General Contractor will be required to sign acknowledgement recognizing the prohibition of dogs pursuant to these Rules. The Owner will be fined (as described in

these Rules) as the Responsible Party should the General Contractor and any subcontractors bring a dog into the Community.

1.7. No Owner, Tenant or Guest shall engage in any commercial breeding or boarding operation on or about their lot and residence.

1.8. Should an otherwise authorized dog become pregnant, the Owner is allowed to keep the puppies on their lot until the soonest reasonable opportunity for the puppies to be separated from their mother as determined by a licensed veterinarian. This is usually within three months of age.

2. **SERVICE/SUPPORT ANIMALS.** In instances where an Owner, Tenant, or Guest is authorized by San Miguel County to have a dog within the Community which is a working dog, serving such Owner, Tenant, or Guest as an “assistance animal,” “service animal,” or other similar dog within the meaning of the Americans with Disabilities Act (ADA), the Fair Housing Administration Act or other applicable Federal, State, or local laws and regulations (“**Service/Support Dog Laws**”), the terms and conditions of these Rules shall apply only to the extent that they are not inconsistent with the rights of such party under the Service/Support Dog Laws. Any conflicting provisions of these Rules with the Service/Support Dog Laws shall be waived in the particular circumstances where an Owner, Tenant, or Guest is specifically authorized to have a dog serving as an “assistance animal,” “service animal,” “emotional support animal,” or other similar dog as determined by San Miguel County (“**Service/Support Dog**”), but only to the extent that a particular provision is in conflict with such applicable laws and regulations and all other provisions of the Rules shall continue apply. A Responsible Party possessing a Service/Support Dog shall otherwise comply with these Rules, including the licensing requirements. In the event that an Owner, Tenant, or Guest possessing a Service/Support Dog fails to comply with the Rules and is subject to the enforcement provisions hereof, rather than requiring the removal of the Service/Support Dog from the Community for repeated Rule violations, the Association may elect to impose fines for violations and required educational requirements as the same are outlined below.

3. **LICENSING REGISTRATION AND FEES**

3.1. As an initial part of the application process for registering a dog(s) on Aldasoro Ranch, the Owner or Tenant shall be given a copy of these Rules, which they shall sign, acknowledging that the Responsible Party has read, understands, and agrees to the Rules.

3.2. The Owner or Tenant of any dog that is three months old or older shall license the animal with the Association within 30 days of moving into the residence. The licensing form prescribed by the Association shall include, without limitation, the name of the Owner or Tenant, lot number, mailing address, all phone numbers, and email addresses, a photograph of the dog, the dog’s name, breed, and approximate date of birth, and other pertinent information and conditions concerning the dog. Upon the satisfactory completion of the licensing process as determined by the Association, the Association shall notify the Responsible Party of the acceptance of the licensing and, thereupon, the Responsible Party shall be granted a revocable license to keep and maintain the registered dog(s) on the lot. Licensing will be renewed yearly with the Association. All animals kept on the property shall wear a tag attached to the animal’s collar indicating the address, phone number, and where the animal resides. The Association shall maintain the above licensing information on the Community’s website to facilitate homeowners identifying and reporting stray animals that might originate on-site.

3.3. Each Responsible Party who has registered a dog with the Association shall pay an initial \$500.00 non-refundable licensing fee per each dog that will be kept within the Community. Each January, licensing will be renewed with a \$50.00 renewal fee per dog. These fees shall be used by the Association for licensing, administration, enforcement, and Resident education of the Rules.

Note: The Registration Fee was reduced to \$ 50.00 at the September 24, 2019 BOD meeting.

3.4. After 30 days of moving into the residence, any person or party bringing or keeping a non-licensed dog in the Community, will be asked to obtain a license or remove the dog from the Community immediately. Noncompliance will result in violation fines to the Owner of the Lot where the dog is located.

4. **REQUIREMENTS AND RESTRICTIONS**

4.1. Any dog permitted within the Community must be under the complete and undeniable control of the Responsible Party at all times, as determined by the Association in the sole discretion of the Association. For purposes of this Dog Policy, the term "control" shall mean:

- A. Confinement within internal confines of the Residence;
- B. Confinement by attachment to a hand-held leash not exceeding 12 feet in length when the dog is outside on the Responsible Party's Lot or elsewhere within Aldasoro Ranch; or
- C. Confinement in an adequate outdoor facility (i.e., a dog run or kennel) to contain the dog(s) when outside and unattended and then only for limited periods of time, not to exceed 30 minutes, to allow the dog to "relieve itself" before returning to the house. Dogs kept in a kennel or dog run for longer than 30 minutes shall constitute a violation of these rules. Enclosed runs or kennels must: (i) be located immediately adjacent to the home, surrounding an outside door, and as best possible attached to and integrated into the design and visual appearance of the residence, (ii) be located within the lot's building envelope, except that for residences already constructed at the time of the adoption of these regulations, for good cause shown and to reduce visibility, the DRB can allow the kennel or dog run to be located outside the building envelope, and (iii) not exceed 500 square feet. To prevent dogs in kennels or dogs runs from barking at passing wildlife, the enclosure must consist of materials that fully obscure the visibility of the dog(s) within the confinement area. To this end, chain link or similar style open fencing is not allowed. Dog run or kennel height shall be adequate to contain the breed of dog(s). Eight-foot fence heights are generally adequate to contain the most athletic of dogs, particularly if there is no opportunity to climb. Owners need not completely enclose the tops of kennels or runs to protect dogs from possible mountain lion predation because of the short duration that dogs will be present in the confinement area. In addition, those lots abutting or located adjacent to any open space shall have the kennel or run located on the opposite side of the home from the open space. The design, characteristics, and location of the kennel or dog run must be reviewed and approved by the DRB. If facilities are inadequate to contain the Resident's dog(s) when outside and unattended, the animals will be immediately removed from the property until adequate structures can be built.
- D. Residents will otherwise be prohibited from harboring dogs outside on their residence except as provided in Section 4.1(C). Dogs shall not be chained outside of the residence or confined on elevated decks.
- E. The use of fencing, including invisible (electric) fencing, is prohibited.

4.2. No dog shall be permitted to chase any animal (including, but not limited to, elk, deer, marmots, rabbits, coyotes, foxes, porcupines, badgers, chipmunks, prairie dogs, and bobcats) anywhere within the Community. Each Responsible Party who has a dog within its lot shall take all steps reasonably necessary to prevent any such dog from chasing such animals anywhere within the Community.

4.3. During the deer fawning, elk calving, and the rearing periods for both species (May 15 to June 30, dates inclusive), Owners and Tenants shall avoid trails and open space areas and walk their

dogs along Ranch roads. This will avoid intrusions into fawning and calving areas, maintain habitat effectiveness, and possibly avoid conflicts between humans, dogs, and aggressive cow elk defending their young during unintended encounters. The Association shall notify Owners and Tenants of such limitations via the Community's website, and/or quarterly newsletters, and post signage at both Aldasoro Ranch entrances during the prescribed period of time.

4.4. The Association is required to report to Colorado Parks and Wildlife (CPW, currently Kelly Crane, District Wildlife Manager, July, 2014; 970-209-2369) within 24 hours any homeowner and/or Guest whose dog harasses wildlife. Harass, as defined in C.R.S. 33-6-102(24), means to unlawfully endanger, worry, impeded, annoy, pursue, disturb, molest, rally, concentrate, harry, chase, drive, herd, or torment wildlife. The Association will develop and retain annual summaries of Dog Policy violations on the Ranch to evaluate Policy effectiveness and if further adaptive management is warranted.

4.5. Any dog permitted within the Community shall be licensed as required by any applicable local, state or federal laws and regulations, and each Responsible Party shall comply with all such laws and regulations in the ownership, maintenance, care and control of such dog.

4.6. Any dog permitted within the Community shall wear, at all times when not within a residence, a collar to which is attached current rabies vaccination tags and a tag indicating the name of the dog and the name and local phone number of the Responsible Party who has registered such dog with the Association.

4.7. No Responsible Party shall permit any dog to be a public nuisance by barking, whining, yelping, or howling in an excessive, continuous or untimely fashion as determined by the Association in its sole and absolute determination. The Association Board reserves the right to define public nuisance in additional ways as they see fit.

4.8. Dogs shall not be fed outside, including decks. Bowls of pet food left on the back deck may attract bears and other predators (e.g., coyotes) and nuisance species (e.g., skunks and raccoons) of wildlife. Some of these wildlife species may carry diseases and parasites that can be transmitted to pets. Some wildlife species may present threats of injury or death to Dogs and Responsible Parties. Dog food shall be stored inside at a residence.

4.9. Any Responsible Party walking its dog on Community roads and trails shall not only confine the dog with a hand-held leash, but shall pick up after their dogs and properly dispose of their dog's waste, for common courtesy, aesthetics, water quality, and public health concerns.

4.10. Nothing herein shall authorize a Responsible Party to walk their dog or allow their dogs to enter upon any other lot in the Community in the absence of the express approval of such other lot Owner.

4.11. Contractors, subcontractors, delivery people, etc. shall be prohibited from bringing dogs into the Community, even if dogs would be kept inside vehicles. Signs indicating this policy shall be posted at all entrances to Aldasoro Ranch. Violation of the dog policy by a person(s) other than an Owner, Tenant, or Guest of the property may result in the immediate eviction of the dog and the dog's owner or representative from the property. In the event of a second violation by the same dog and/or the same dog's owner, the dog and the dog's owner or representative may be immediately evicted from the property and the offending person in question shall be prohibited from the property for the following seven (7) consecutive calendar days. In the event of a third violation, the offending person in question shall be prohibited from the property for the following six (6) consecutive calendar months.

4.12. Where the new (2015) public recreation trail segment enters Aldasoro Ranch on Open Space Parcel 11 and on both sides of Basque Blvd., where the new trail segment through Open Space

Parcel 12 connects with the existing public trail segment on Open Space Parcel 13, post signs adequate to inform all trail users that when on Aldasoro Ranch, all dogs must be leashed. The Association shall notify the County of circumstances associated with public trail users not in compliance with this measure and the County shall pursue measures it deems appropriate to address the conditions.

5. ENFORCEMENT AND EDUCATION

5.1. Owners, Tenants, and Guests, as well as the members, managers, and employees of the Association, will be educated regarding the Rules for the Community and provided information from the Colorado of Parks and Wildlife relating to living and interacting with wildlife. The Community's website and/or quarterly newsletters shall be used for ongoing Owner and Tenant education with respect to dogs, with specific articles prior to the May-June calving/fawning and the December 15 to March 15 winter range period, when deer and elk are more vulnerable to encounters with off-leash dogs.

5.2. The Association and their designated Management shall have the duty, power, and responsibility to implement and enforce the Rules. A Colorado wildlife officer or other peace officer may capture or destroy any dog he or she determines to be harassing wildlife, pursuant to C.R.S. §33-6-128. Owners not in compliance with these dog restrictions shall be responsible for any and all costs incurred by the Association and/or CPW for enforcing these provisions. *Attached*

5.3. Association penalties for first, second, and subsequent violations by an Owner, Tenant, or Guest will be a warning, and a series of increasingly expensive fines. At any time after the first offense and warning that the Responsible Party fails to comply, the Association may, in its sole discretion, require removal of the dog from the Community, with the exception of a Service/Support Dog. Non-payment of a fine or failure to remove the dog(s) from the property, shall be considered a separate violation for each day that a violation continues after notice, and shall be enforced accordingly (i.e., fined or addressed through specific performance, injunctive relief or other available legal or equitable remedies).

5.4. Upon the occurrence of a violation by an Owner, Tenant or Guest, Management shall give written notice ("**Notice of Violation**") to the Responsible Party (and a copy to the Owner of the lot if the Owner is not the Responsible Party) of the occurrence of such violation, stating with reasonably detailed information concerning the violation, noting, among other things, the facts and circumstances surrounding the violation as well as the day, approximate time, and approximate location of the violation. A copy of the notice shall be sent to the Board.

5.5. The Association is authorized and empowered to impose the following fines and enforcement measures as determined by the Association:

5.5.1. Upon the occurrence of the first violation, a warning letter shall be sent to the Responsible Party;

5.5.2. Upon the occurrence of the second violation, a fine in the amount of \$500.00 will be assessed by written letter sent to the Responsible Party;

5.5.3. Upon the occurrence of the third violation, a fine in the amount of \$1000.00 will be assessed by written letter sent to the Responsible Party;

5.5.4. After the third violation fines will double for each violation (example: fourth violation \$2000.00, fifth violation \$4000.00. etc.)

5.5.5. In addition to the imposition of a fine, after the third violation the Owner will be required to have the offending dog go through and be certified as an American Kennel Club (AKC) “**Canine Good Citizen (CGC)**” dog¹. Canine Good Citizen training² must begin within 30 days of the third violation, unless the dog has been removed from the property. If, after the 30th day of the third violation without the initiation of CGC training, a fine of \$250.00 per day the dog is not in training will be assessed by written letter sent to the Responsible Party, unless the dog has been removed from the property. If the dog has been removed from the property after the third violation, the dog may not reenter the property without its certification as a CGC dog, or a fine of \$250.00 per day the dog is not in training will be assessed by written letter sent to the Responsible Party;

5.5.6. Every 10 years, the Association may revisit the fines specified in subsections 5.4.1 through 5.4.5, inclusive and increase them accordingly to compensate for inflation and to maintain fines levels that will incentivize compliance with these Rules.

5.5.7. If the training does not correct the problem, the Association, in lieu of the imposition of further fines, shall have the right to require the Responsible Party to permanently remove the offending dog from the Community. The Association is authorized and empowered to pursue the removal of the offending dog utilizing any and all legal and equitable remedies available by law.

5.5.8. Any violation of these Rules of any nature and type constitutes a violation. The intent of these Rules is such that a dog need not be found to have violated the same standard multiple times for the progressive enforcement standards to be applied to the Responsible Party.

5.6. If it is determined that a Responsible Party has harbored dog(s) on the Lot that are not licensed as required by these Rules, then the fine shall be \$250.00 per day, per dog until such dog(s) are registered.

5.7. All fine assessments shall be due and payable within 30 days of notice of such fine or assessment, as described below. All unpaid fines are subject to the imposition of Association liens on the Lot as provided by the Community Governing Documents. If any fine assessment is not paid within ten days after the due date, a late charge in the amount of \$100 shall be assessed to compensate the Association for the expenses, costs and fees, including attorney fees, involved in handling such delinquency. Owner and Responsible Party (if other than the Owner) shall be personally, jointly, and severally liable for all fines/penalty assessments and any and all legal and equitable remedies available by law. The lot Owner is also responsible for all costs related to any damage done by the dog.

5.8. Any person(s) observing and making a complaint on a dog violation needs to make an attempt to document the violation with a photo or recording of said violation and attach the evidence to a completed complaint form (to be developed), provided that such documentation is obtained from Association Property or from private property that the party has the lawful right to be located upon when compiling the evidence. Complaint forms may be sent via email, brought to the Association office, or given to staff as soon as possible.

5.9. Ultimately, an Owner is responsible to the Association for the failure of an Owner’s family, a Tenant, or Guest to comply with these Rules, including the payment of all fines and penalties that may be assessed by the Association hereunder. An Owner wishing to avoid this liability should preclude the keeping of dogs on their lot by a Tenant, which would be enforced in their lease agreement.

¹ <http://www.akc.org/events/cgc/program.cfm>; <http://images.akc.org/pdf/cgc/GK9GC1.pdf>.

² For CGC training locations, see http://www.akc.org/events/cgc/training_testing.cfm?page=2 and http://www.apps.akc.org/classic/events/cgc/cgc_bystate.cfm.

5.10. Notwithstanding anything to the contrary in these Rules, the Association shall be entitled to take such action and perform such work as specified in these Rules or as otherwise permitted or required by the Community Governing Documents and the Community County Approval Documents and applicable state and County law, prior to, in the absence of, or during the pendency of any hearing. At any time following the non-payment of a fine or penalty as provided for herein, the Association may commence an action at law, or in equity, or both, against any Responsible Party personally obligated to pay the same, for recovery of said assessment plus any charges and fees, as aforesaid. The substantially prevailing party shall recover its reasonable attorneys' fees and associated costs and expenses incurred in connection with such legal proceedings.

6. PROCEDURES CONCERNING THE ENFORCEMENT OF THE RULES

6.1. Request for Hearing. In the event any Responsible Party desires to challenge or contest any alleged violation and possible fine or other corrective action stated in the Notice of Violation, said Responsible Party must, within five calendar days from receipt of the Notice of Violation, request a hearing by notifying the Association, in writing, of such a hearing request. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is requested within the aforementioned five day period, the Board shall convene a hearing as provided for below. In requesting a hearing before the Association, a Responsible Party shall state and describe the grounds and basis for challenging or denying the alleged violation as well as such other information the Responsible Party deems pertinent.

6.2. Board to Conduct Hearing. If a hearing is timely requested by a Responsible Party, the Board shall hear and decide cases set for the hearing pursuant to these Rules. The Board shall send a notice of hearing ("**Notice of Hearing**") to the Responsible Party indicating the time, place, and location of the hearing. The Board may appoint an officer or other Responsible Party to act as the presiding officer ("**Presiding Officer**") at any of the hearings.

6.3. Conflicts. It shall be incumbent upon each Board member to make a determination as to whether he/she is able to function in a disinterested and objective manner in consideration of each hearing before the Board. Any Board member incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and said Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer shall appoint an HOA member, in good standing, to serve as a voting member of the hearing board.

6.4. Hearing. Each hearing shall be held at the scheduled time, place and date stated in the Notice of Hearing, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the Rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Hearing. The general procedure for the hearing shall consist of opening statements by each party; presentation of testimony and evidence, including cross-examination of witnesses by each party; and closing statements by each party. Notwithstanding the foregoing, the Board may exercise its discretion as to the specific manner in which a hearing shall be conducted and shall be authorized to question witnesses, review evidence and take other such reasonable action during the course a hearing of which it may deem appropriate or desirable to permit the Board to reach a just decision in the case. Neither the complaining parties, nor the Responsible Party, must be in attendance at the hearing in order for the hearing to proceed. However, the decision of the Board at each hearing shall be based on the matters set forth in the Notice of Violation, request for hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all members of the Association. The

Board and the Responsible Party may participate electronically. The hearing shall be open to all lot Owners in the Community.

6.5. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written decision thereon within twenty days after the hearing. A decision, either a finding for or against the Responsible Party, shall be by a majority of the Board. The Board shall issue written findings of fact and conclusions, and, if applicable, shall impose a reasonable fine as provided in these Rules and assess costs, expenses and fees, including attorney fees incurred by the Association in conducting the hearing and issuing the fines. The Board may also issue and present for recording with the Clerk and Recorder of San Miguel County, Colorado, a Notice of Finding of Violation. Upon satisfactory compliance with the Association's governing documents, the Notice of Violations may be released by the Association issuing and recording a Release of Notice of Findings of Violations.

6.6. Remedies. The fine schedule, and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means, including, without limitation, equitable remedies such as specific performance and injunctive relief.

7. MISCELLANEOUS.

7.1. Notwithstanding anything to the contrary contained in these Rules, the Association hereby reserves the right, at any time and from time to time hereafter, to modify or amend these Rules in accordance with the Declaration, Bylaws, and applicable law, provided that any such modification and amendment is approved by the County.

7.2. Failure by the Association, the Board or any person to enforce any provision of these Rules shall in no event be deemed to be a waiver of the right to do so thereafter.

7.3. The provisions of these Rules shall be deemed to be independent and several, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

7.4. The provisions of this Resolution shall be in addition to, and in supplement of, the terms and provisions of the Declaration, Bylaws and the law of the State of Colorado governing Association.

7.5. The County shall also have the perpetual right and authority, in its discretion, to monitor and enforce the performance of these Rules from time to time. These Rules shall constitute equitable servitudes for the benefit of the Association and of the County. Any rights and remedies available to the Association hereunder shall be available to the County if elected by the County. Before electing to take an enforcement action, the County shall send written notice to the Association indicating that the County has determined that a violation exists under these Rules and directing the Association to take appropriate enforcement actions consistent with these Rules and shall further provide that if the Association fails or refuses to timely take such action within a reasonable timeframe, the County may elect to pursue the enforcement action against the party in violation in the manner provided for in these Rules.

APPROVAL AND EXECUTION

The foregoing Rules are hereby adopted by the Association as of May 25, 2016 ("Effective Date").

Aldasoro Ranch Homeowners Company,
a Colorado nonprofit corporation

By: 

Date: 5/25/16

Printed Name: BANKS BROWN

Title: PRESIDENT ARHOE

COLORADO REVISED STATUTES

*** This document reflects changes current through all laws passed at the Second Regular Session of the Seventieth General Assembly of the State of Colorado (2016) and changes approved by the electorate at the General Election on November 8, 2016 ***

TITLE 33. PARKS AND WILDLIFE
WILDLIFE
ARTICLE 6. LAW ENFORCEMENT AND PENALTIES - WILDLIFE
PART 1. GENERAL PROVISIONS

C.R.S. **33-6-128** (2016)

33-6-128. Damage or destruction of dens or nests - harassment of wildlife

- (1) Unless permitted by the division, it is unlawful for any person to willfully damage or destroy any wildlife den or nest or their eggs or to harass any wildlife. Any person who violates this subsection (1) is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of one hundred dollars and an assessment of ten license suspension points. For the purposes of this subsection (1), nothing shall prohibit the removal of wildlife dens or nests when necessary to prevent damage to property or livestock or while trapping.
- (2) Unless otherwise allowed by commission rule or regulation, it is unlawful for any person to knowingly or negligently allow or direct a dog which he owns or which is under his control to harass wildlife, whether or not the wildlife is actually injured by such dog. Any person who violates this subsection (2) is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of two hundred dollars.
- (3) A Colorado wildlife officer or other peace officer may capture or kill any dog he or she determines to be harassing wildlife. The provisions of this subsection (3) shall not apply to dogs that are under the direct personal control of a person.

HISTORY: Source: L. 84: Entire article R&RE, p. 877, § 1, effective January 1, 1985.L. 2003: (3) amended, p. 1631, § 70, effective August 6.

Editor's note: This section is similar to former § 33-6-138 and 33-6-139 as they existed prior to 1984.