

**AMENDED AND RESTATED POLICIES OF THE
TELLURIDE PRESERVE HOMEOWNERS' ASSOCIATION,
A COLORADO NONPROFIT CORPORATION
CONCERNING THE IMPOSITION OF FEES FOR IMPACTS TO ROADS DURING
CONSTRUCTION OF IMPROVEMENTS ON LOTS**

Effective Date: September 27, 2021

At the annual meeting of the Association held on December 28, 2001, the Association discussed the recurring problem that is experienced with extra maintenance and repair required to the Private Road, known as Preserve Drive, during periods when homeowners are carrying on construction projects on their lots. At that meeting, the Members unanimously concurred that homeowner engaging in construction or major renovations on their properties which causes the need for increased road maintenance and repair should pay the cost of such increased maintenance. The members agreed that the Board should take appropriate action to implement such a policy ("Road Policies"). The original Road Policies were recorded on September 10, 2002 in Reception No. 360061.

At the annual meeting of the Association held on July 15, 2021, the Association further discussed the originally adopted Road Policies and agreed to update the Road Policies as provided for herein

The Board of Directors, accordingly, resolves as follows:

1. The Association for itself and on behalf of its Owners, hereby amends, restates, terminates, supersedes and replaces in its entirety any and all prior Road Policies for the Association and replaces such policies with these Amended and Restated Road Policies.
2. Where construction or major renovation on a Lot causes the need for increased maintenance or repair to the Private Road, in accordance with Section 5.25 of the Preserve Covenants, Conditions and Resolutions, the costs of such road maintenance and repair during the period of construction or major renovation shall be paid by the owner of the Lot on which such construction or major renovation occurs.
3. The amount to be paid shall be determined by the Board based on the costs of such increased road maintenance or repair, shall be billed in writing to the Lot owner, and shall become part of the Assessment for that Lot, due and payable as provided for herein and collected by the Board in accordance with the terms of the Covenants for enforcement of Assessments and Liens. The Board has set the fee at \$650/month ("Road Impact Fee"), which shall be imposed and collected from the lot owner undertaking the work as a reimbursement assessment. The Road Impact Fee shall be due and payable upon the completion of the work on the improvements, generally evidenced by a certificate of occupancy, or such earlier or later dates as reasonably determined by the Board. This charge is for normal wear and tear of the roads. The Board shall reasonably determine if an owners' construction project has caused any unusual or abnormal damage or impacts to the roads, beyond normal wear and tear and in such event, the Board shall recover the actual cost of repairing the road, to the extent such cost exceeds the monthly Road Impact Fee.
4. The fees, costs and expenses covered by these policies shall be treated as assessments for purposes of imposing, collecting and enforcing such obligations as provided for in the Association Governing Documents.

APPROVAL AND EXECUTION

The foregoing Amended and Restated Road Policies are hereby adopted by the Association, through its Board of Directors as of the Effective Date.

Telluride Preserve Homeowners Association,
a Colorado nonprofit corporation

Paul F. Anderson

By: [Paul F. Anderson \(Nov 17, 2021 15:23 CST\)](#)

Paul Anderson

Keith Swanson

By: _____

Keith Swanson

Garret Lacour

By: _____

Garret Lacour

**POLICIES OF THE TELLURIDE PRESERVE HOMEOWNERS' ASSOCIATION,
A COLORADO NONPROFIT CORPORATION
CONCERNING THE USAGE OF RECREATIONAL VEHICLES
IN THE PRESERVE SUBDIVISION**

Effective Date September 27, 2021

The annual meeting of the Telluride Preserve Homeowners Association on July 16, 2021, the Membership discussed issues relating to the use of what were referred to as Recreational Vehicles ("RV's"). These were considered to include ATV's, dirt bikes and snowmobiles among other vehicles. This issue was considered because one of the owners had requested permission to use a snowmobile for recreational purposes within the Preserve Subdivision. After a full discussion of this issue, there was a consensus among the owners, with one exception, that the use of RV's should not be permitted for recreational purposes within the Preserve Subdivision and that the board should take appropriate action to implement such a policy

The Board of Directors, accordingly, resolves as follows:

1. That owners are entitled to store RV's on their property in accordance with the guidelines spelled out in the CCR's.
2. That Preserve Drive can be used by these vehicles for exiting and entering the Preserve Subdivision, provided that such transit is done in a safe, reasonable and responsible manner. The Board may promulgate rules concerning this usage, including speed limits, regulations to restrict excessive noise, hours of operation and other requirements and restrictions. A person operating an RV on Preserve Drive must at all times yield the right of way to other motorized vehicles.
3. RV's and other motorized vehicles cannot be used for recreational purposes in The Preserve.

APPROVAL AND EXECUTION

The foregoing Policies are hereby adopted by the Association, through its Board of Directors as of the Effective Date.

Telluride Preserve Homeowners Association,
a Colorado nonprofit corporation



By: [Paul F. Anderson \(Nov 17, 2021 15:23 CST\)](#)

Paul Anderson



By: _____

Keith Swanson



By: _____

Garret Lacour

2nd Request-Amended/Restated Road Policies & RV Policies

Final Audit Report

2021-12-01

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