

Dear Owners,

Please read the following. At the end, you will see an email address where you can offer your comments and suggestions.

In January of this year, the Board of Directors began the process of conducting a comprehensive review of all our governing documents. This action was prompted by CCIOA legal requirements to annually review our governing documents, plus input from numerous owners with concerns about various issues ranging from Design Review regulations, fines, size restrictions on sheds and garages, RV regulations, and track vehicle limitations. There was also concern about conflicting interpretations of rules and regulations and lots of misunderstanding as to why certain rules were even in place. Our desire was to address these issues and concerns in a very thorough methodical, process. Becky Stilley and Patty Greeves were assigned as our Governance Liaisons for the specific purpose of reviewing all of our documents and then bringing back their recommendations to the entire board. I foolishly thought that we could make it through all of our documents by July or August. I was so wrong. As it turns out, we will not even get to the review of the Design Review regulations until the board convenes in January 2018.

As anticipated, we knew that addressing the current RV regulations enacted in 2012 limiting an RV owner's right to have an additional guest RV on their site to only 14 days during the entire camping season would be the most problematic and contentious issue we would face. Over the course of the past 10 months, through one-on-one conversations with board members, I knew that our board was not united in legal definitions and in interpretation of the covenants and thus had diverse views on how to address the RV regulations. Therefore, I called for a Special Meeting of the Board to review the RV regulations on September 26<sup>th</sup>. This was an open meeting for all owners who wished to attend and was publicized. In addition, I called for a Special Executive Session with our legal counsel, Jacob With on September 25<sup>th</sup> to discuss the legal matters pertaining to our RV regulations. The ONLY guidance I gave him was this, "We are a divided board. We have some who want nothing less than a repeal of the 2012 regulations limiting the presence of a 2<sup>nd</sup> guest RV to a maximum of 14 days. We have those that want to keep the 2012 regulations intact. And then we have others that are open to something in the middle." And then I said, "Jacob, I need you to study our covenants and regulations, along with Colorado Law, and provide us your counsel on what is legally defensible and compatible with our covenants." Arriving at a united understanding of the law and interpretation of our covenants was the only way that I could see a way forward to come up with a recommended proposal. (See Jacob's written review of our covenants, legal counsel, and recommendations.)

At our Special Executive Meeting, Jacob explained that while it is true that Gunnison County defines an RV as a vehicle, and not a structure or dwelling, that our Covenants encompass single family **residence** and single family **purpose**. Seeing that an RV is on a site for "single family residential purposes," Jacob further explained that a guest 2<sup>nd</sup> RV located on a site for the entire camping season with an existing RV would violate our covenants and be legally indefensible. Jacob explained that anything 30 days and over resembles tenancy and would be difficult to defend legally. Understanding that a 2<sup>nd</sup> RV occupying a site for the entire camping season was not legally defensible, we inquired as to what would be legally permissible for guests. He recommended that we put distance between the 30 day threshold and that a definitive gap be placed between one visiting guest RV stay and the next. Several options were discussed, but the one that seemed to unite the board was allowing a guest RV during the camping season 14 days per calendar month. Each RV site owner would be required to register their guest arrival and departure date. If a homeowner has an RV on their property for guest use, they too would be required to register guest arrival and departure dates. We have already checked with our Communication Manager and Webmaster who have said, an online registration system would be easy to create and allow for ease of monitoring and accountability.

Understanding the sensitive nature of this matter, the Board agreed that we would publicize the proposed rule until early 2018 to get owner input for possible adjustments/changes. After reviewing owner input our objective is to have a new regulation in place and publicized in time for RV owners to plan for the 2018 camping season. However, this rule change will only be applicable for 2018. After evaluating for effectiveness and impact, we will revisit the RV regulation at the annual homeowners meeting in August 2018 when the majority of our RV owners will be on the mountain and listen to our owners face-to-face.

Even though the votes already exist to make a rule change, we all agreed that it was in the best interest of our community to take the time to hear from our owners. To facilitate that, we have established a dedicated e-mail address where you can send your comments: [aia.rvregs@gmail.com](mailto:aia.rvregs@gmail.com). Please keep your comments as succinct as possible and constructive.

Respectfully,

Kim Norwood  
AIA Board President

## 2018 TEMPORARY CAMPING AND RECREATIONAL VEHICLE (“RV”) USE REGULATION

Arrowhead Improvements Association, Inc. (the “Association”) by and through its Board of Directors, having fully complied with its Procedures For The Adoption And Amendment Of Policies, Procedures, Rules And Regulations as set forth in Appendix I of the Association’s Regulations hereby adopts the following regulation regarding RV use for the 2018 camping season.

WHEREAS, the Board of Directors determined: (a) that the adoption is permitted by the Association’s current governing documents and Colorado law; (b) camping and RV usage is a matter of great importance to the community and this should be adopted to ameliorate existing concerns; (c) the temporary nature of the policy will facilitate implementation of sound long term policy changes and facilitate more full discussion on the merits throughout 2018; and (d) the adoption of this regulation does not conflict with any other governing documents or other law.

NOW THEREFORE, the Board of Directors resolves as follows:

1. Paragraph 2 of Article 2 of Section 1 of the Association’s Regulations shall be superseded and replaced for the year 2018 only with the following new paragraph 2:
  2. **CAMPING AND RECREATIONAL VEHICLE (RV) USE**
    - (1) *Camping Permitted.* Camping in tents or other similar temporary camping structures or in RVs shall be permitted during, but only during, the Camping Season in accordance with the provisions stated below.
    - (2) *Camping Season.* The “Camping Season” shall begin each spring after the roads have been plowed and the road conditions within Arrowhead allow vehicular access to an Owner’s Site. The Camping Season shall terminate at the End of Camping Season as specified by the Board of Directors in accordance with the End of Camping Season provisions below.
    - (3) *RV Definition.* The term “RV” includes all camper trucks, recreational vehicles, motor vehicles designed or intended for overnight occupancy or actually occupied overnight, camper trailers, pop-up trailers or other vehicles in the same class.
    - (4) *Length of Stay.*
      - (a) RV Sites. For those Sites without a Single Family Residence, one RV may be on a Site for the duration of the Camping Season. A second occupied or unoccupied RV shall not be on such a Site for more than a maximum of 14 days per calendar month during the Camping Season.
      - (b) Single Family Residence Sites. For those Sites with a Single Family Residence, an unoccupied RV may be parked on the site for the entire camping season. Any RV located on such a Site that is occupied shall not be occupied for more than 14 days per calendar month during the Camping Season.
      - (c) Explanation Of Fourteen Day Limitation. With respect to the 14 day

limitations set forth above, days may be used intermittently or consecutively but may not exceed 28 consecutive days over two calendar months. For example: an Owner may use the last 14 days of June and the first 14 days of July but then would not be able to use any additional days in June or July. Unused days within a calendar month may not be accrued, saved, nor transferred to other Sites.

- (d) Provision For Houses Under Construction. For a house under construction, one occupied or unoccupied RV is allowed on a Site for the Camping Season provided construction is actively taking place on a consistent basis.
- (5) *RV Registration Required*.
  - (a) An RV Registration Form is required to be completed for: (i) each and every day any second RV, occupied or unoccupied, is located on a Site which does not have a Single Family Residence, (ii) for each and every day of any occupancy of any RV located on a Site with a Single Family Residence, and (iii) each and every day any RV, occupied or unoccupied, is located on any Site where active Single Family Residence construction is taking place.
  - (b) A single RV Registration Form shall be completed for each Site for which an RV Registration Form is required as set forth above. All RV Registration Forms shall be completed on or before each day for which the form is required.
  - (c) The Site Owner shall provide the Association or its agents, including without limitation Arrowhead Patrol, with copies of all completed and maintained RV Registration Forms upon any oral or written request. The Site Owner is required to keep and maintain all completed RV Registration Forms for a given Camping Season and such completed forms shall be provided to Arrowhead Patrol, deposited in the box at the kiosk for the Association or mailed to the Association's office within 14 days of the end of the Camping Season.
- (6) *Special Events*. The location of additional RVs on a Site for, by way of illustration and not limitation, special events, shall only occur upon the prior approval of the Board of Directors upon a determination that the location of the additional RVs is of such a duration and nature that it will not unreasonably disturb the neighborhood.
- (7) *Exceptions*. Any Owner may apply to the Board of Directors for a reasonable exception to this regulation. An exception will be considered for any special and/or extenuating circumstances, including without limitation if the application of this regulation would result in undue hardship to a Site Owner. The Board of Directors may grant an exception in its sole discretion upon finding that such special and/or extenuating circumstances justify providing such an Owner with an exception; provided, however, that the Board of Directors cannot grant any exception from this regulation that would violate the terms of the Covenants.

- (8) *Camper Dump Station.* A camper dump station is located at the winter parking lot on the Alpine Plateau Road for the use of site owners and their guests. Discharge of raw sewage onto common areas, into lakes or streams, or onto sites or roads or anywhere within the boundaries of Arrowhead in Gunnison Country is strictly prohibited.
- (9) *End of Camping Season.* All camping equipment, including but not limited to, tents, motor homes, camp trailers, truck campers, self-contained RV's and related supporting equipment must be removed from lots and the boundaries of Arrowhead on or before the day that is prior to the date designated each year by the Board of Directors, notice of which shall be provided to all owners at least 30 calendar days prior to such effective date (the "End of Camping Season"). Any vehicle or equipment left within Arrowhead after said date shall be considered abandoned. The reason for removal of such vehicles and equipment by the designated date is to prevent such vehicle and equipment from becoming entrapped by winter snowfall or road closure. Any such vehicles or equipment remaining within the boundaries of Arrowhead after the designated date may be towed away or removed and stored at the owner's expense. The Board of Directors may designate an appropriate towing and impound authority for this purpose. The Board of Directors, employees, or agents of the Association will not be held liable for any damages incurred in the removal or storage of such vehicles or equipment. Notwithstanding the foregoing, however, vehicles and related supporting equipment stored within an approved enclosure may be kept on sites after the End of Camping Season.

- 2. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Association's Regulations and, if not defined in the regulations, as set forth in the Covenants.
- 3. If any provision or portion of any provision of this resolution is illegal, void, or unenforceable, the remaining provisions and portions of provisions shall remain in full force and effect. Each provision and portion of a provision is distinct and severable, and to the fullest extent possible and permissible this resolution shall be interpreted as written and with the original intent of the resolution.

SO RESOLVED THIS \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

BY THE BOARD

\_\_\_\_\_  
 President

ATTEST:

\_\_\_\_\_  
 Secretary



# LAW OF THE ROCKIES

**Members**  
Marcus J. Lock  
Jacob A. With  
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October 20, 2017

**VIA ELECTRONIC MAIL**

Arrowhead Improvements Association, Inc.  
c/o Kim Norwood, President  
[knorwood.aia@gmail.com](mailto:knorwood.aia@gmail.com)

**Re: *Legal parameters for second RVs***

Dear Mr. Norwood,

The purpose of this letter is to provide you with a letter that may be shared with owners explaining the legal parameters for Arrowhead Improvement Association, Inc. (the “Association”) relating to second RVs.

There are a number of relevant provisions in the Declaration of Protective Covenants and Restrictions. *See* Covenants, Art. II, ¶ 10 (defining single family residence); Art. II, ¶ 11 (defining a site as a lot reserved for use as a single family residence or single family camp site); Art. IV, ¶ 1 (stating that all sites are to be exclusively used for single family residential purposes); Art. IV, ¶ 2 and Art. IV, ¶ 3 (limiting residences to only approved single family residential structures); Art. IV, ¶ 3 (limiting each site to only one single residence); Art. IV, ¶ 7 (providing that camping by *owners* in tents and RVs is permitted but limited to a camping season)(emphasis added); Art. II, ¶ 1 (providing that abandoned vehicles do not include operational vehicles kept on sites upon which a residence has been constructed); Art. IV, ¶ 29 (providing that campouts involving groups other than site owners and their guests require approval of the Board of Directors).

The Association cannot prohibit by regulation what is expressly permitted by covenant. *Houston v. Wilson Mesa Ranch Homeowners Ass'n, Inc.*, 360 P.3d 255, 261(holding that short term renting was consistent with single family residential use provision in covenants and thus could not be prohibited by board resolution). However, the Association may resolve any ambiguity in the covenants through a regulation that adopts a reasonable interpretation. *Woodmoor Imp. Ass'n v. Brenner*, 919 P.2d 928, 931 (Colo. App. 1996)(holding that an

association had the authority to interpret an ambiguous provision in its covenants relating to antenna).

The covenants limit site use to single family residential purposes while also allowing for camping. There is substantial case law in Colorado that discusses limitations to single family residential purposes and the thrust of that case law is that the use must have the “characteristics of a normal and permanent family unit maintaining the usual family-style living arrangement.” *Turner v. United Cerebral Palsy Ass'n of Denver, Inc.*, 772 P.2d 628, 631 (Colo. App. 1988); see *Buick v. Highland Meadow Estates at Castle Peak Ranch, Inc.*, 21 P.3d 860, 863 (Colo. 2001)(providing that granting an easement to someone outside of the neighborhood violated a single family residential dwelling limitation); see *Double D Manor, Inc. v. Evergreen Meadows Homeowners' Ass'n*, 773 P.2d 1046, 1050 (Colo. 1989)(explaining the distinction between a single family dwelling restriction and a single family residential use type restriction such as in the case here).

Notably, the provision regarding camping expressly mentions “owners” but not their guests while the provision regarding campouts by groups mentions owners and their guests.

Though not perfectly clear, I believe that the most reasonable interpretation of the covenants is that an unoccupied RV may be kept on a site with a single family residence. Covenants, Art. II, ¶ 1; Covenants, Art. II, ¶ 22.

Ultimately, I think that a reasonable interpretation of the covenants under existing Colorado law is that camping is permitted on a site but multi-family residency is not. If an owner has a campsite or site with a single family residence, having an RV on site to enable multi-family type of living arrangements is not permitted by the covenants provided that it does not qualify as camping. Camping is by its nature limited in duration. Camping is often limited to approximately 14 day periods by various governmental entities. I believe that any regulation that permits camping for 14 day periods or shorter is a reasonable interpretation of the covenants. Further, I believe that allowing for multiple 14 day periods within a camping season is reasonable with certain caveats. Namely, the longer the break between camping periods the more that such stays are consistent with camping rather than residency. Similarly, the longer each camping period is the more it looks like residency rather than camping. I do not advise any camping scenario that may be viewed as a sham, such as having only a one day break between camping periods. It is important that the periods between camping be long enough that the stay in an RV appear to be genuine camping. One reasonable interval for camping would be 14 days per month.

Because the covenants are specific on certain issues related to this, there are certain caveats from such a blanket policy. For example, the covenants expressly address parking of unoccupied RVs on single family residence sites. The covenants also allow for campouts by owners and their guests, but do not elaborate what a campout is or how long it lasts. As other special events are infrequent, they should be approved on a case by case basis by the

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Arrowhead Improvements Association, Inc.  
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Association's board to ensure that such events do not exceed a reasonable interpretation of the covenants.

Though the board has discretion in making rules and regulations with respect to RVs that discretion is not unbridled. For example, I do not believe that the Association may allow a second, occupied RV for the entirety of a camping season on a single family residence lot. I also do not believe that the Association may allow a second RV on an RV lot for the entirety of the camping season.

Sincerely,



Jacob A. With  
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