

**RESOLUTION  
OF THE  
INDIAN CAMP RANCH HOMEOWNERS ASSOCIATION  
REGARDING THE ASSOCIATION'S POLICY AND PROCEDURE  
RELATING TO SNOW REMOVAL ON THE LOTS**

**SUBJECT:** Adoption of a policy and procedure relating to the provision of snow removal by the Indian Camp Ranch Homeowners Association ("ICRHOA" or "Association") to the Lots within the ICRHOA community on a voluntary basis

**PURPOSE:** To provide notice and to clarify the Association's snow removal policy regarding snow removal from the Lots

**AUTHORITY:** The Amended and Restated Declaration of Protective Restrictions of Indian Camp Ranch Homeowners Association ("Declaration"), Bylaws, Articles of Incorporation and Colorado Law.

**EFFECTIVE  
DATE:** October 21, 2023

**RESOLUTION:**

WHEREAS snow removal is deemed essential for propane delivery and emergency services such as fire, law enforcement, and ambulance. For the convenience and safety of ICRHOA Owners, and in the best interest of the Association as a whole, the Association will offer snow removal from the residential driveways located on Lots within the ICRHOA community at a nominal cost, subject to this Policy and Procedure Relating to Snow Removal ("Snow Removal Policy").

NOW THEREFORE, the Association hereby gives notice of its adoption of a Snow Removal Policy establishing the policy and procedure for the Association's provision of snow removal from the Lots:

1. Definition of Snow Removal. The term "snow removal" is defined as: Plowing, shoveling, or other removal of snow from a surface.
2. Voluntary Basis. The Association is not obligated to provide maintenance of any portion of the Lot, including snow removal from the residential driveways. Accordingly, the Association will only provide snow removal services to the Lot Owners on a voluntary basis and pursuant to the terms of this Snow Removal Policy.
3. Snow Removal Agreement. In furtherance of Paragraph 1, an Owner who wishes to have snow removal performed on his or her Lot by the Association must sign the snow removal agreement ("Agreement") attached as Exhibit A, which sets forth the fees and other terms of snow removal service, and submit the signed Agreement to the Association prior to any services being performed.
4. Delegation of Snow Removal Performance to Ranch Foreman.

- a. Unless otherwise provided in the Agreement, the Association through its agent ("Ranch Foreman") will determine the scope, timing, and level of the performance of snow removal, including the determination of the minimum level of snow accumulation necessary to commence snow removal. The contact information for the Ranch Foreman will be forwarded to all Owners. The contact number for snow plowing is posted on the Association's website at: [www.icrhoa.org](http://www.icrhoa.org).
  - b. As a general standard for snow removal activity, the Association will perform snow removal from the driveways of residential Lots whenever the Association is performing snow removal from the ICRHOA roadways, and sufficient to allow for vehicle access from the residence to the ICRHOA road system. Plowing Indian Camp Ranch roadways will have priority over driveways.
  - c. Should an Owner contract with a third party contractor to provide snow removal from his or her driveway or any other portion of the Lot, the snow removal shall be performed at the sole expense of the Owner or occupant. The Owner shall not be entitled to reimbursement from the Association, and the Association shall not accept a bill from the Owner for such privately arranged plowing.
5. Existing Conditions/Notification. Prior to the performance of snow removal from the Lot, the Owner is required to clearly identify and communicate to the Ranch Foreman, and/or the snowplow operator, any obstacles or special circumstances that could adversely affect plowing. Owners must notify the Ranch Foreman of any hazardous spots that may require additional attention.
6. Indemnification/Hold Harmless. Each Owner shall agree to save, hold harmless, indemnify and defend the Association, the Ranch Foreman, and the snow plow operator from, against, and with respect to, any and all liability, loss, damage, suits, claims, demands, and expenses, of any kind or nature, including reasonable attorney's fees and costs, arising from or related to the acts or omissions of the Owner with respect to snow removal from the Owner's Lot.
7. Deviations. The Board may deviate from the procedures set forth in the Snow Removal Policy if, in its sole discretion, such deviation is reasonable under the circumstances.
8. Definitions. Unless otherwise defined in this Snow Removal Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
9. Supplement to Law. The provisions of this Snow Removal Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
10. Amendment. This Snow Removal Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S CERTIFICATION:**

The undersigned, being the President of the Association, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on October 21, 2023, and in witness thereof, the undersigned has subscribed her name.

**INDIAN CAMP RANCH HOMEOWNERS ASSOCIATION,**  
a Colorado non-profit corporation

By: \_\_\_\_\_

President

A handwritten signature in black ink, appearing to be 'J. L. M.', is written over a horizontal line.