RESOLUTION OF THE BOARD OF DIRECTORS OF LOCHBUIE STATION RESIDENTIAL METROPOLITAN DISTRICT

ADOPTING POLICIES AND AMENDED RULES AND REGULATIONS GOVERNING ENFORCEMENT OF THE COVENANTS AND RESTRICTIONS OF LOCHBUIE STATION RESIDENTIAL

WHEREAS, the Lochbuie Station Residential Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to it service plan, approved by the Town of Lochbuie, Colorado on September 4, 2018; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power to adopt, amend and enforce bylaws and rules and regulations not to conflict with the constitution and laws of the State for carrying on the business, objects, and affairs of the Board of Directors (the "Board") and of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(j)(I), *et seq*., C.R.S., the District has the power to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the District; and

WHEREAS, pursuant to Section 32-1-1004(8), C.R.S., the District may provide covenant enforcement and design review services within the District's boundaries if the declaration or similar document containing the covenants to be enforced for the area within the District name the District as the enforcement entity;

WHEREAS, CW-Lochbuie, LLC (the "Developer") recorded those certain Covenants and Restrictions of Lochbuie Station Residential (the "Covenants") on November 4, 2019 in the real property records of Adams County, Colorado, at Reception No. 2019000094695; and

WHEREAS, the Covenants provide that it is the intention of the Developer to empower the District to provide certain services to the residents of the District, including covenant enforcement and design review (the "Services"); and

WHEREAS, pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal Rules and Regulations regarding the enforcement of the Covenants and otherwise concerning and governing the property that is subject to the Covenants (the "Property"); and

WHEREAS, pursuant to the Covenants, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions with respect to any violation(s) or alleged violation(s) of the Covenants; and

WHEREAS, the District desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations governing the enforcement of the Covenants; and

WHEREAS, by way of resolution on May 4, 2020, the Board adopted the Rules and Regulations Governing Enforcement of Covenants, Conditions and Restrictions of Lochbuie Station Residential; and

WHEREAS, as a result of legislative changes enacted by HB24-1267 and signed into law by the Governor of the State of Colorado on April 19, 2024, the Board has determined the need to amend the Rules and Regulations that were previously adopted on May 4, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCHBUIE STATION RESIDENTIAL METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board hereby adopts the Policies and Amended Rules and Regulations Governing Enforcement of the Covenants and Restrictions of Lochbuie Station Residential as described in Exhibit A, attached hereto and incorporated herein by this reference (the "Amended Rules and Regulations").

2. The Board declares that the Amended Rules and Regulations are effective as of October 10, 2024.

3. Judicial invalidation of any of the provisions of this Resolution or the Amended Rules and Regulations, or any paragraph, sentence, clause, phrase or word herein or therein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution or the Amended Rules and Regulations, unless such invalidation would act to destroy the intent or essence of this Resolution or the Amended Rules and Regulations.

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APPROVED AND ADOPTED this 10th day of October, 2024.

LOCHBUIE STATION RESIDENTIAL METROPOLITAN DISTRICT

Signed by:
Eric Eckberg
45865A2E0F9540D...

J. Eric Eckberg, President

ATTEST:

DocuSigned by:
John Fairbairn
AF7868824B5F428...

By: John Fairbairn, Treasurer

EXHIBIT A
Policies and Amended Rules and Regulations Governing Enforcement of the Covenants and Restrictions of Lochbuie Station Residential

POLICIES AND AMENDED RULES AND REGULATIONS GOVERNING ENFORCEMENT OF THE COVENANTS AND RESTRICTIONS OF LOCHBUIE STATION RESIDENTIAL

Adopted and Enforced by the Board of Directors of Lochbuie Station Residential Metropolitan District

Effective: October 10, 2024

Preamble

The Board of Directors (the "Board") of the Lochbuie Station Residential Metropolitan District (the "District") has adopted the following Policies and Amended Rules and Regulations Governing Enforcement of the Covenants and Restrictions of Lochbuie Station Residential (the "Amended Rules and Regulations") pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(j)(I.5), 32-1-1001(1)(m), 32-1-1004(8), and 32-1-1004.5, C.R.S., as well as pursuant to the Resolution of the Board of the District adopting the Amended Rules and Regulations, dated October 10, 2024. These Amended Rules and Regulations provide for the orderly and efficient enforcement of the Covenants and Restrictions of Lochbuie Station Residential, recorded on November 4 2019 at Reception No. 2019000094695 of the Adams County, Colorado, real property records (the "Covenants"), the contents of which are incorporated herein by reference.

Pursuant to the Covenants, CW-Lochbuie, LLC (the "Developer") empowered the District to provide certain services to the residents of the District (the "Services") which include covenant enforcement and design review.

The District, pursuant to its service plan, approved by the Town of Lochbuie, Colorado on September 4, 2018, as it has or may be amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violations(s) of the Covenants.

Unless otherwise specified, all references to the "District" made herein refers to the Lochbuie Station Residential Metropolitan District and its Board of Directors, and all references to the Rules and Regulations shall mean the Amended Rules and Regulations as amended hereby. The District has retained a management company (the "Manager") to assist in managing its affairs, including the assessment and collection of Fines and Service Charges (defined below) for violations of the Covenants under these Amended Rules and Regulations.

ARTICLE 1.
SCOPE OF AMENDED RULES AND REGULATIONS

1.1 Scope. These Amended Rules and Regulations shall apply to the enforcement of the Covenants, including the Guidelines that may be adopted pursuant thereto, as well as any reimbursable costs incurred by the District for enforcing the Covenants and for correction of non-compliance with the Covenants, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, and removal of non-complying landscaping or improvements.

ARTICLE 1.5
DEFINITIONS

1.5.1 "Service Charges" means any fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the District, including but not limited to Covenant enforcement and design review services.

1.5.2 "Fines" means fees, rates, tolls, penalties or charges imposed by the District for a property owner's violation or alleged violation of the Covenants or architectural control guidelines.

1.5.3 "Impartial Decision-Maker" means a person or a group of persons who is selected by a majority of the Board of Directors of the District: (a) with the authority to make a decision regarding the enforcement of the Covenants pursuant to Section 32-1-1004(8) or Section 32-1-1004.5, C.R.S., including the enforcement of any architectural requirements; and (b) that does not have any direct Personal or Financial Interest in the outcome of the matter being decided.

1.5.4 "Personal or Financial Interest" means that the Impartial Decision-Maker, as a result of the outcome of the matter being decided, would receive a greater benefit or detriment than that of any other property owner who is subject to the Covenants.

ARTICLE 2.
POLICIES AND PROCEDURES FOR VIOLATIONS OF THE COVENANTS AND ARCHITECTURAL CONTROL GUIDELINES

2.1 Fact-Finding Process. In accordance with Section 32-1-1004.5(2), C.R.S., for the imposition of Fines the Manager shall follow the policy and procedures set forth herein, including without limitation the procedure described in Article 7, for the purpose of implementing a fair and impartial fact-finding process concerning whether an alleged Covenant or architectural control guideline violation actually occurred and, if so, whether a property owner is responsible for the violation. Such fact-finding process may be conducted in person or virtually but must provide the property owner notice as described herein and an opportunity to be heard before the Impartial Decision-Maker. The Architectural Review Board shall also participate in and attend the fact-finding process.

2.2 Violations. Any Person violating any provisions of the Covenants or architectural control guidelines shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the District for the Fines set forth in Section 2.3 below in accordance with these Amended Rules and Regulations.

2.3 Notice of Violation or Notice of Non-Compliance. A Notice of Violation or Notice of Non-Compliance (collectively, the "Notice") shall be sent upon a determination, following investigation, by the Manager to the property owner regarding the nature of the alleged violation, the action or actions required to cure the alleged violation, and the timeline for a fair and impartial fact-finding process. Such Notice shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

a. Class I Violation: a violation that, in the sole discretion of the Board, can be corrected immediately and/or does not require submission to, and approval by, the Board or the Architectural Review Committee (the "ARC") of any plans specifications, Class I Violations include, but are not limited to, parking violations, trash violations, nuisances, and other violations of the Covenants. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification or such longer period as required by the Covenants, the District may take any appropriate action necessary to remedy the violation, including by not limited to, abatement or unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

b. Class II Violations: a violation that, in the sole discretion of the Board, cannot be corrected immediately and/or requires plans and specifications to be submitted to, and approval by, the Board or the ARC prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within forty-five (45) days of receipt of the Notice. If the violation is not corrected within forty-five (45) days of receipt of the Notice, the District may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement, or recording a notice of non-compliance against the Property pursuant to Section 2.11 of the Covenants.

2.4 Fines. The schedule of Fines for violations of the Covenants or architectural control guidelines is specified below, including the Fines that may be imposed for alleged violations that are continuous or repetitive in nature:

a. First Offense – the Notice of Violation/Notice of Non-Compliance, no Fine.
b. Second Offense – a Fine of One Hundred Dollars ($100).
c. Third Offense – a fine of Two Hundred Fifty Dollars ($250).

d. Continuing Violation – a fee of Two Hundred Fifty Dollars ($250) for each day the violation continues for two or more days without interruption (each day constitutes a separate offense).

e. Repetitive Violation – a fee of Two Hundred Fifty Dollars ($250) for each incident of the violation if the violation occurs for two or more days but is not a Continuing Violation.

2.5 Certification of Delinquent Accounts. In addition to any other means provided by law, the Board, by resolution and at a public meeting held after notice has been provided to an affected property owner, may elect to have delinquent Fines made or levied for covenant enforcement and design review services certified to the treasurer of Adams County, and for such delinquent Fines to be collected and paid over by the treasurer of Adams County in the same manner as taxes are authorized to be collected and paid over pursuant to Section 39-10-107, C.R.S.

2.6 Reimbursement for Costs. For any property owner's failure to comply with the Covenants or Design Review Guidelines, the District, without needing to commence a legal proceeding, may seek reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of the failure to comply. Notwithstanding any law to the contrary, the District shall not commence or maintain a legal action to enforce the terms of any building restriction contained in the Covenants or to compel the removal of any building or improvement because of a violation of the terms of any such building restriction unless the action is commenced within one year after the date that the District first knew or, in the exercise of reasonable diligence, should have known of the violation forming the basis of the action.

ARTICLE 3.
LATE FEE

3.1 Late Fee. Any Fines or Service Fees that have not been paid by the applicable due date shall be considered delinquent (the "Delinquent Account"). A Late Fee of $15.00 shall be charged on all Delinquent Accounts in addition to any amounts expended by the District to cure a violation of the Covenants or Design Review Guidelines or amounts expended by the District to repair damages caused as a result of a violation of the Covenants or Design Review Guidelines.

ARTICLE 4.
POLICY AND PROCEDURE GOVERNING THE IMPOSITION OF SERVICE CHARGES

The policies and procedures set forth herein shall be implemented in order to ensure an orderly, fair, and impartial execution of the collections process for Service Charges in compliance with applicable law. In no event shall the District impose Fines on a property owner for an alleged violation of the Covenants or architectural control

guidelines except in accordance with the policies and rules set forth in Article 2 of these Amended Rules and Regulations.

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power to fix and from time to time to increase or decrease the Service Charges and Fines, and all such Service Charges and Fines, until paid, shall constitute a perpetual lien on and against the affected property served by the District and, except as provided by Section 32-1-1001(1)(j)(I.5), C.R.S., any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. Except for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Service Charges shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the property and shall run with the property and remain in effect until paid in full. Notwithstanding the foregoing, pursuant to Section 32-1-1004.5(3)(b)(II), C.R.S., the District shall not foreclose on any lien that arises from amounts that a property owner owes the District as a result of a violation or enforcement of a failure to comply with the Covenants or architectural control guidelines (i.e., the District shall not foreclose on any lien that arises from Fines).

2.7 Manager's Collection Procedures for Service Charges. The Manager shall be responsible for collecting Service Charges and Fines imposed by the District.

2.7.1 In the event payment of a Service Charge is delinquent, the Manager shall perform the procedures listed below:

a. Once a Service Charge is fifteen (15) business days past due, a delinquent payment reminder letter shall be sent to the address of the last known owner of the Property according to the Manager's records (the "Reminder Letter"). In the event the above mailing is returned as undeliverable, the Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property, as found in the real property records of the Adams County Clerk and Recorder (collectively, the "Property Address"). Said Reminder Letter shall request prompt payment of the Service Charge amounts due and owing.

b. On the fifteenth (15^{th}) business day of the month following the due date for the payment of Service Charges, a warning letter shall be sent to the Property Address requesting prompt payment and warning of further legal action should the Property owner fail to pay the total amount due and owing (the "Warning Letter"). Along with the Warning Letter, a summary of these Amended Rules and Regulations, and a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager shall also be sent.

c. Once the total Service Charge amount due and owing on the Property, inclusive of Interest and Costs of Collections, as defined below, has exceeded One Hundred Twenty Dollars ($120) and the Manager has performed its duties outlined in Sections 4.2 (a) and (b) of these Amended Rules and Regulations, but no sooner than the first (1^{st}) business day of the month following the postmark date of the Warning

Letter, the Manager shall refer the Delinquent Account to the District's legal counsel ("Legal Counsel"). At the time of such referral, the Manager shall provide Legal Counsel with copies of all notices and letters sent to the property owner along with a copy of the most recent account ledger for the Delinquent Account.

d. Upon referral of a Delinquent Account in connection with Service Charges from the Manager, Legal Counsel shall perform the following:

(i) Upon referral of the Delinquent Account from the Manager, a demand letter shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to Legal Counsel for further collections enforcement, including the filing of a lien against the Property (the "Demand Letter") for delinquent Service Charges. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total Service Charge amount due and owing to the District according to the records of the Manager shall also be sent.

(ii) No earlier than thirty (30) business days from the date of the Demand Letter, a Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Property Address notifying the Property owner that a lien will be filed no sooner than ten (10) days from the postmark date of the Notice of Intent to File Lien Statement postmark date (the "Notice of Intent").

(iii) No earlier than ten (10) days from the postmark date of the Notice of Intent, a lien for the total amount due and owing as of the date of the lien shall be recorded against the Property with the Adams County Clerk and Recorder's Office; all Service Charges, Interest and Costs of Collection (as defined below) will continue to accrue on the Delinquent Account and will run with the property until the total amount due and owing the District is paid in full.

ARTICLE 5.
COSTS OF COLLECTION

5.1 Costs of Collections. "Costs of Collections" are generated by the Manager and Legal Counsel's collection efforts. They consist of, but are not limited to, the following fixed rates and hourly fees and costs:

a. Action Fees. The following fixed rate fees shall be charged to a Delinquent Account once the corresponding action has been taken by either the Manager or Legal Counsel:

i. Reminder Letter Fee. There shall be no charge for the Reminder Letter – this action is performed by the Manager.

ii. Warning Letter Fee. Ten Dollars ($10) per Warning Letter sent – this action is performed by the Manager.

iii. Demand Letter Fee. Sixty Dollars ($60) per Demand Letter sent – this action is performed by the Manager.

iv. Notice of Intent Fee. One Hundred Twenty Dollars ($120) per Notice of Intent – this action is performed by Legal Counsel.

v. Lien Recording Fee. One Hundred Fifty Dollars ($150) per each lien recorded on the Property – this action is performed by Legal Counsel.

vi. Lien Release Recording Fee. One Hundred Fifty Dollars ($150) per each lien release recorded on the Property – this action is performed by Legal Counsel.

b. Attorney Hourly Fees and Costs. After a lien has been filed, all hourly fees and costs negated by Legal Counsel to collect unpaid Fees and Charges shall also be assessed to the Delinquent Account.

5.2 Recovery of Costs of Collections. In accordance with Section 29-1-1102(8), C.R.S., nothing in these Amended Rules and Regulations shall be construed to prohibit the District from recovering all the Costs of Collections whether or not outlined above.

ARTICLE 6.
WAIVER OF INTEREST AND COSTS OF COLLECTIONS

6.1 Waiver of Interest. The Manager and Legal Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the Manager or Legal Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of the Service Charges or Fines due. Notwithstanding, if the cumulative amount due and owing to the District on the Delinquent Account exceeds One Thousand Dollars ($1,000), either the Manager or Legal Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars ($1,000) shall first submit a request for a waiver or reduction, in writing, to the Board, and the Board shall make the determination in its sole discretion.

6.2 Waiver of Delinquent Service Charges, Fines and Costs of Collections. Neither the Manager nor Legal Counsel shall have the authority to waive any portion of delinquent Service Charges, Fines or Costs of Collections. Should the property owner desire a waiver of such costs, she/he shall submit a written request to the Board, the Board shall make the determination in its sole discretion.

6.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, the Manager or Legal Counsel, whether related to the Property in question or other properties within the District.

ARTICLE 7.
DISPUTE RESOLUTION POLICY

7.1 Opportunity to be Heard. Property owners who receive any notice or demand pursuant to these Amended Rules and Regulations may request a hearing in accordance with the procedures set forth in this Article 7 and in Article 2 of these Amended Rules and Regulations, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in Article 4 of the Covenants. Any controversy between the District and a property owner that arises out of the enforcement of the Covenants or architectural control guidelines may be submitted to mediation by agreement of the parties prior to the commencement of any legal proceeding. Either party to the mediation may terminate the mediation process without prejudice. If a mediation agreement is reached, the mediation agreement may be presented to a court as a stipulation. The stipulation must not include a requirement that the property owner pay additional interest or unreasonable attorney fees. If either party subsequently violates the stipulation, the other party may apply immediately to the court for relief. If the parties execute a stipulation that the court deems unfair or that does not comply with the requirements of Section 32-1-1004.5(5)(b), C.R.S., the stipulation is invalid and the court may award the property owner reasonable attorney fees and costs.

7.2 Hearing / Fact-Finding Process. The hearing, fact-finding, and appeal procedures established by this Article 7 shall apply specifically to complaints concerning the interpretation, application, or enforcement of the Covenants and architectural control guidelines, as each now exists or may hereafter be amended. For complaints or concerns related to Service Charges only, the hearing, fact-finding and appeals procedures in this Article 7 shall apply except for the substitution of the Impartial Decision-Maker with a hearing officer (the "Hearing Officer"), which may be a member of the Board or such other person as may be appointed by the Board.

a. Complaint. Complaints concerning the interpretation, application, or enforcement of the Covenants must be presented in writing to the Manager, or such representative as he or she may designate. Upon receipt of a complaint, the Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days after receipt of the complaint. Decisions of the Manager which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

b. Hearing. In the event the decision of the Manager, or designated representative, is unsatisfactory to the complainant, the complainant may submit to the Board a written request for a formal hearing before an Impartial Decision-Maker or Hearing Officer. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the Manager, or designated representative, was mailed.

Upon receipt of the request for a formal hearing, if it be timely and if any and all other prerequisites prescribed by these Amended Rules and Regulations have been met, the Impartial Decision-Maker or Hearing Officer shall conduct a hearing at the District's convenience but in any event not later than fifteen (15) business days after the submission of the request for a formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Amended Rules and Regulations and applicable law. Decisions of the Impartial Decision-Maker or Hearing Officer which impact the District financially will not be binding upon the District unless approved by the Board at a special or regular meeting of the Board.

c. Rules. At the formal hearing, the Impartial Decision-Maker or Hearing Officer shall preside. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of complainant's choice.

The complainant or his or her representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any Person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Impartial Decision-Maker or Hearing Officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The Impartial Decision-Maker shall determine whether reasonable grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Covenants or architectural control guidelines that are the subject of the complaint. The Hearing Officer shall determine whether reasonable grounds exist to alter, amend, defer, or cancel the Service Charges that are the subject of the complaint. The Impartial Decision-Maker or Hearing Officer's decision shall be based only upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

d. Findings. Subsequent to the formal hearing, the Impartial Decision-Maker or Hearing Officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) business days after the date of the hearing.

e. Appeals. In the event the complainant disagrees with the findings and order of the Impartial Decision-Maker or Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board. The request for an appeal shall specifically set forth the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant's reasons for the appeal. The District shall compile a written record of the appeal consisting of (i) a transcript of the recorded proceedings at the formal hearing, (ii) all exhibits or other physical evidence offered and reviewed at the formal hearing, and
(iii) a copy of the written findings and order. The Board shall consider the complainant's written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The Board's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board.

f. Board Findings. The Board shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the Board meeting at which the appeal was considered. The Board will not reverse the decision of the Impartial Decision-Maker or Hearing Officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

g. Notices. A complainant shall be given notice of any hearing by certified mail at least seven (7) business days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

ARTICLE 8.
PAYMENT PLANS

8.1 Payment Plans. Neither the Manager nor Legal Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the property owner desire to enter into a payment plan with the District, such property owner shall first submit a written request to the Board and the Board shall make the determination it accept or deny the request in its sole discretion.

ARTICLE 9.
RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the Manager or Legal Counsel that would otherwise have been authorized by these Amended Rules and Regulations are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10.
ADDITIONAL ACTIONS

10.1 Additional Actions. The Board directs and authorizes its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of these Amended Rules and Regulations.

ARTICLE 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTION ACTS

11.1 Statutory Compliance. To the extent required by law, the Manager, Legal Counsel, and the Board shall comply with both the Colorado Fair Debt Collection Practices Act and the Federal Fair Debt Collections Practices Act.

ARTICLE 12.
SUPERSEDES PRIOR RESOLUTIONS, POLICIES, AND PROCEDURES

12.1 Supersedes Prior Resolutions, Policies, and Procedures. To the extent that any term or provision in these Amended Rules and Regulations conflicts with any term or provision in a previously enacted and valid resolution of the District imposing Service Charges and Fines, the term or provision in these Amended Rules and Regulations shall prevail.

ARTICLE 13.
SEVERABILITY

13.1 Severability. If any term or provision of these Amended Rules and Regulations is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of these Amended Rules and Regulations as a whole but shall be severed herefrom, leaving the remaining terms or provisions in full force and effect.

ARTICLE 14.
SAVINGS PROVISION

14.1 Savings Provision. The failure to comply with the procedures set forth herein shall not affect the status of the Service Charges or Fines as a perpetual lien subject to foreclosure in accordance with applicable law. Failure by the Manager, Legal Counsel, or other authorized representative to take any action in accordance with the requirements as specifically provided herein shall not invalidate subsequent efforts to collect the Service Charges or Fines.

ARTICLE 15.
NOTICES

15.1 Notices. Any notice permitted or required by these Amended Rules and Regulations shall be deemed to have been given and received upon the earlier to occur of (a) personal delivery upon the Person to whom such notice is to be given; or (b) two (2) days after deposit in the United States mail, postage prepaid, to the Person to whom such notice is to be given.

ARTICLE 16.
EXCEPTIONS TO THE COVENANTS AND ARCHITECTURAL DESIGN GUIDELINES

(1) Notwithstanding any provision in the Covenants or architectural control guidelines to the contrary, the District shall not prohibit any of the following activity or actions in relation to any property subject to the Covenants or architectural control guidelines:

(a) The display of a flag on a unit, in a window of the unit, or on a balcony adjoining the unit. The District shall not prohibit or regulate the display of flags on the basis of their subject matter, message, or content; except that the District may prohibit flags bearing commercial messages. The District may adopt reasonable, content-neutral rules to regulate the number, location, and size of flags and flagpoles but shall not prohibit the installation of a flag or flagpole.

(b) The display of a sign by the owner or occupant of a unit on property within the boundaries of the unit or in a window of the unit. The District shall not prohibit or regulate the display of window signs or yard signs on the basis of their subject matter, message, or content; except that the District may prohibit signs bearing commercial messages. The District may establish reasonable, content-neutral rules to regulate signs based on the number, placement, or size of the signs or on other objective factors.

(c) The parking of a motor vehicle by the occupant of a unit on the driveway of the unit if the vehicle is required to be available at designated periods at the occupant's residence as a condition of the occupant's employment and all of the following criteria are met:

(I) The vehicle has a gross vehicle weight rating of ten thousand pounds or less;

(II) The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services;

(III) The vehicle bears an official emblem or other visible designation of the emergency service provider; and

(IV) Parking of the vehicle can be accomplished without obstructing emergency access to or interfering with the reasonable needs of other unit owners or occupants to use streets, driveways, and guest parking spaces;

(d) The removal by a unit owner of trees, shrubs, or other vegetation to create defensible space on a unit for fire mitigation purposes, so long as the removal complies with a written defensible space plan created for the property by the Colorado state forest service, an individual or company certified by an entity of a local government to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the

unit is located and is no more extensive than necessary to comply with the plan. The plan shall be registered with the District at least thirty days before the commencement of work. The District may require changes to the plan if the District obtains the consent of the individual, official, or agency that originally created the plan. The work must comply with applicable standards of the District regarding slash removal, stump height, revegetation, and contractor regulations.

(e) Reasonable modifications to a unit as necessary to afford an individual with disabilities full use and enjoyment of the unit in accordance with the federal "Fair Housing Act of 1968", 42 U.S.C. sec. 3604 (f)(3)(A);

(f) The use of xeriscape, nonvegetative turf grass, or drought-tolerant vegetative or nonvegetative landscapes to provide ground covering to property for which a unit owner is responsible in accordance with Section 38-33.3-106.5 (1)(i) and (1)(i.5), C.R.S.;

(g) The use of a rain barrel, as defined in Section 37-96.5-102 (1), C.R.S., to collect precipitation from a residential rooftop in accordance with Section 37-96.5-103, C.R.S. A District may impose reasonable aesthetic requirements that govern the placement or external appearance of a rain barrel. This subsection (g) does not confer upon a unit owner a right to place a rain barrel at, or to connect a rain barrel to, any property that is:

(I) Leased, except with permission of the lessor;

(II) A common element or a limited common element of a common interest community, as those terms are defined in Section 38-33.3-103, C.R.S.;

(III) Owned or maintained by the District; or

(IV) Attached to one or more other units, except with permission of the owners of the other units.

(h) **(I)** The operation of a family child care home, as defined in Section 26.5-5-303, C.R.S., that is licensed pursuant to part 3 of article 5 of title 26.5.

(II) This subsection (h) does not supersede any of the provisions of the architectural control design guidelines, parking, landscaping, noise, or other matters not specific to the operation of a business per se. The District shall make reasonable accommodation for fencing requirements applicable to licensed family child care homes.

(III) This subsection (h) does not apply to a community qualified as housing for older persons under the federal "Housing for Older Persons Act of 1995", Pub.L. 104-76.

(IV) The District may require the owner or operator of a family child care home to carry liability insurance, at reasonable levels determined by the board,

providing coverage for any aspect of the operation of the family child care home for personal injury, death, damage to personal property, and damage to real property that occurs in or on any property owned or maintained by the District, in the unit where the family child care home is located, or in any other unit subject to the Covenants or architectural control design guidelines. The District shall be named as an additional insured on the liability insurance the family child care home is required to carry, and such insurance must be primary to any insurance the District is required to carry under the terms of the Covenants or architectural control design guidelines.

(2)(a) Notwithstanding any provision in the Covenants or architectural control guidelines to the contrary, the District shall not:

(I) Effectively prohibit renewable energy generation devices, as defined in Section 38-30-168, C.R.S.;

(II) Require the use of cedar shakes or other flammable roofing materials on a unit; or

(III) Effectively prohibit the installation or use of an energy efficiency measure on a unit.

(b) Subsection 2(a)(III) does not apply to:

(I) Reasonable aesthetic provisions that govern the dimensions, placement, or external appearance of an energy efficiency measure. In creating reasonable aesthetic provisions, the District shall consider:

(A) The impact of the purchase price and operating costs of the energy efficiency measure;

(B) The impact on the performance of the energy efficiency measure; and

(C) The criteria contained in the Covenants or architectural control guidelines.

(II) Bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons or property.

(c) Subsection 2(a)(III) does not confer upon any unit owner the right to place an energy efficiency measure on property that is:

(I) Owned by another person;

(II) Leased, except with permission of the lessor;

(III) Collateral for a commercial loan, except with permission of the secured party;

(IV) A common element or limited common element of a common interest community, as those terms are defined in Section 38-33.3-103, C.R.S.; or

(V) Owned or maintained by the District.