HOMESTEAD OWNERS ASSOCIATION INC.
General Policies
(Adopted by Resolution 2012-1)

Definition of Policy:

A ***"Policy"*** is defined as anything that expresses a ***"Value, or Perspective that causes Actions."*** It is through a system of written policies we establish the beliefs, values and objectives of the Association. The statements listed below are the Official Policies of the Association. The purpose of these policies is to provide a clear statement of what we (the members and the leadership) are about; what are our standards, values and perspectives. This provides a means to communicate, organize and focus the resources of the Association.

HOMESTEAD OWNERS ASSOCIATION INC.
Process to Amend HOA Rules, Policies and Procedures

Adoption. The Board of Directors shall place any proposed amendment to HOA rules, policies and/or procedures on its agenda, such agenda to be published at the Homestead Court Club and on the HOA website at least seven days prior to the meeting. After adoption at the regularly scheduled meeting by the BOD, the BOD will give association members fifteen (15) days written notice (in the monthly newsletter under Board meeting notes) of the adopted amendment. The notice will give members the date/place/time of the next board meeting so that any owner may give input to the BOD regarding the amendment.

Deviations. The Board may deviate from the procedures set forth in this Process to Amend HOA Rules, Policies and Procedures, if in its sole discretion such deviation is reasonable under the circumstances and in the best interest of the Association.

HOMESTEAD OWNERS ASSOCIATION INC.
Accounting and Investment of Reserve Funds Policy

Homestead Owners Association Board of Directors and management must understand the fiduciary duties to the property owner and the Association while practicing sound business judgment by following generally accepted accounting principles.

The replacement reserves shall be invested in such amounts as may be authorized by the Board of Directors in accordance with the following policy and is bound by the standards set out in section 7-128-401 of the revised Colorado Nonprofit Act.

1. No funds shall be deposited or invested except in authorized investments. Authorized investments are those that are in accordance with the Senate Bill 100-05 and with the declaration and bylaws of the Homestead Owners Association and that are obligations of, or fully guaranteed by, the U.S. government.
2. All accounts, instruments, and other documentation of such investments shall be subject to the approval of, and may from time to time be amended by, the board of directors as appropriate, and they shall be reviewed at least every two years.
3. Investments shall be guided by the following goals, listed in decreasing order of importance: (A) Safety of principle. The long-term goal is safety of the replacement reserves and to promote and ensure the preservation of the reserve

fund's principal. (B) Liquidity and accessibility. Funds should be readily available for projected or unexpected expenditures. This will be achieved by structuring maturities to ensure availability of assets for that time when reserve analyses anticipate needs. (C) Minimal costs. Investment costs (redemption fees, commissions, and other transaction costs) should be minimized. (D) Professional management. Funds should be invested with professional managers who have good reputations and sound credentials. (E) Return. Funds should be invested to seek the highest level of return that is consistent with preservation of the purchasing power of the principal and accumulated interest and work to mitigate the effects of interest rate volatility upon reserve assets.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOMESTEAD OWNERS ASSOCIATION, INC. REGARDING PROCEDURES FOR CONDUCT OF MEETINGS

(Adopted by Resolution 2022-1)

SUBJECT: Adoption of a policy and procedures for conducting Owner and Board meetings.

PURPOSE: To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: August 8, 2022

RESOLUTION: The Association hereby adopts the following procedures regarding the conduct of meetings:

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

   (a) Notice.

   (1) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted Club House at least 10 days prior to each such meeting, or as may otherwise be required by Colorado law.

   (2) The Association shall also post notice on its website of all Owner meetings. Such notice shall be posted 10 days prior to such meeting.

(3) If any Owner has requested the Association provide notice via email and has provided the Association with an email address, the Association shall send notice for all Owner meetings to such Owner at the email address provided at least 24 hours prior to any such meeting.

(b) Conduct.

(1) All Owner meetings shall be governed by the following rules of conduct and order:

(A) The president of the Association or designee shall chair all Owner meetings.

(B) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies, and receive ballots as appropriate. (See section below regarding voting).

(C) Any person desiring to speak shall sign up on the list provided at check in and indicate if they are for or against an agenda item.

(D) Anyone wishing to speak must first be recognized by the chair.

(E) Only one person may speak at a time.

(F) Each person who speaks shall first state their name and address.

(G) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for them.

(H) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.

(I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.

(J) Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair, but shall be uniform for all persons addressing the meeting.

(K) All actions and/or decisions will require a first and second motion.

(L) Once a vote has been taken, there will be no further discussion regarding that topic.

(M) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video, or otherwise recorded. Minutes of actions taken shall be kept by the Association.

(N) Anyone disrupting the meeting, as determined by the chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.

(O) The chair may establish such additional rules of order as may be necessary from time to time.

(c) Voting. All votes taken at Owner meetings shall be taken as follows:

(1) Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the secretary of the Association or the secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

(2) Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice, or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

(3) Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.

(4) The individual(s) counting the ballots shall report the results of the vote to the chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) Proxies. Proxies may be given by any Owner as allowed by C.R.S. 7-127-203.

(1) All proxies shall be reviewed by the Association's secretary or designee as to the following:

(A) Validity of the signature;
(B) Signatory's authority to sign for the unit Owner;
(C) Authority of the unit Owner to vote;
(D) Conflicting proxies; and
(E) Expiration of the proxy.

2. Board Meetings. Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) Conduct.

(1) All Board meetings shall be governed by the following rules of conduct and order:

(A) The president of the Association, or designee, shall chair all Board meetings;

(B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address;

(C) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in;

(D) Anyone desiring to speak shall first be recognized by the chair;

(E) Only one person may speak at a time;

(F) Each person speaking shall first state their name and address;

(G) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them;

(H) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed;

(I) Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand;

(J) Each person shall be given up to a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair but shall be uniform for all persons addressing the meeting;

(K) No meeting of the Board may be audio, video, or otherwise recorded except by the Board to aid in the preparation of minutes; and

(L) Anyone disrupting the meeting, as determined by the chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

(b) Owner Input. After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

(1) The chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

(2) Following Owner input, the chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

(c) Board Action Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

(d) Action Without a Meeting.

(1) Notice of Action Without a Meeting. Notice of the proposed action must be transmitted in writing to each director. The notice must contain the following information:

(A) The action to be taken;
(B) The deadline (date and time) by which a director must respond to the written notice; and

(C) That failure by a director to respond by the deadline stated in the notice will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.

(2) Voting. By the deadline stated in the written notice, each director may:

(A) Vote in writing for such action;
(B) Vote in writing against such action;
(C) Fail to respond or vote; or
(D) Demand in writing that the action be taken at a meeting. If any director demands, by the deadline date, that action be taken at a meeting, action without a meeting is no longer available. The Board must then hold a Board meeting to take action on such matter.

(3) Effective Date of Action. Once the deadline stated on the notice has expired, and assuming no director demands that action be taken at a meeting, the action is deemed effective if the number of votes received in favor of the action are equal to or exceed the number of votes that would be required to pass the action if all the directors then in office were voting.

(4) Electronic Communications/Authenticity of Signatures. All written communications of directors pursuant to this section may be transmitted or received by facsimile, e-mail, or other form of wireless communication. The Association may accept any electronic vote received as valid unless it has a reasonable, good faith basis to doubt its validity.

(5) Minutes/Ratification. If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.

(e) Executive Sessions.

(1) The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons

requested by the Board during a regular or specially announced meeting for discussion of the following:

(A) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;

(B) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(C) Investigative proceedings concerning possible or actual criminal misconduct;

(D) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a unit owner and any referral of delinquency;

(E) Review of or discussion relating to any written or oral communication from legal counsel;

(2) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(3) Prior to holding a closed-door session, the president of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above;

(4) No rule or regulation or amendment to the Bylaws or the Articles of Incorporation shall be adopted during a closed session. The foregoing documents may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session; and

(5) The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's resolution regarding inspection of records.

3. <u>Definitions.</u> Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

4. <u>Supplement to Law</u>. The provisions of this Resolution 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.

5. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

6. Amendment. This Resolution may be amended at any time by the Board of Directors.

HOMESTEAD OWNERS ASSOCIATION INC.
Meeting Procedure Policy
(Adopted by Resolution 2011-2)
(Edited to not duplicate 2022 Policy)

Parliamentary Procedures - Board Meetings:
The meetings of the Board of Directors will be conducted in accordance with Roberts Rules of Order as revised or such other written procedures adopted by the Board of Directors in advance of any meeting.

Protocol and Conduct of Members:

1. Members of the Board will conduct themselves in a respectful manner to other members of the Board. They will not publicly or privately ridicule anyone.
2. A Director will have the right to propose any matter as a priority consideration that may be at a variance to these Policies and Procedures. A Director will at all times, subsequent to a vote, support the decisions of the majority of the Board regardless of the position that Director has taken at the time of the vote.
3. A Director will be loyal to the Association and conform to the Association's policies.
4. A Director will not have private meetings with other members of the Board in which business of the Association is discussed. The principal is that all members of the Board must be privy to all discussions and deliberations of the Board.
5. No Director will assume or is vested with any authority to direct a member, contractor, agent or employee of the Association. The authority of a Director is limited to the vote upon policies of the Association and participation in the meetings of the Board.
6. The Board will speak through its Chairperson and its written policies. No member of the Board will have greater powers than another Director.

Violations and Sanctions:
Any conduct or conflict of interest policy violation will be considered by the Board and sanctions may be taken. Any sanction must be appropriate to the circumstances. However, in the consideration of sanctions, it will be the duty of the Board to report to the membership any infraction of these policies or the Governance of the Association to the membership. In addition it will be each Director's responsibility to assure that these policies are enforced through the mechanisms of the Board.

Chairperson:
It will be the duty of the Chairperson of the Board to call and convene meetings of the Board as is necessary. For purposes of this section the President of the

Association will act as the Chairperson of meetings of the Board. In the absence of the Chairperson the Vice-President will act as the Chairperson

Committees of the Association:

All Committees will be established by the Board of Directors and will be accountable to the Board. Committee members shall serve at the pleasure of the Board and may be removed without cause. Appointees to a Committee will conform to establish ethical standards. No appointment to a committee will be considered if the appointee has the potential of using the office in a manner that would extend the personal interests of that member or a group of members. A committee member will not serve to represent the personal interest of any member of the association, group of members or themselves. They will strive to serve the general welfare and interests of all of the members without any consideration of individual benefits.

Committee members accept the duties of a committee person and may serve so long as they may conform to these Standards of Care and Conduct. It will be the duty of any appointee to any committee to promptly remove themselves from any deliberation in which would be a conflict of interest or a violation of these Standards of Care and Conduct. It will be the duty of all Directors to assure that these standards are enforced. As such, it will be the duty of a Director to report any violation of these Standards of Care and Conduct to the Committee Chairperson or to the Board of Directors, as the case requires.

A member of a Committee will be available to perform such tasks and duties as are assigned. It will be the duty of the member of the Committee to promptly submit a notice of resignation at any time that he or she finds that they will not be ably to fulfill the duties of the position. Included in the consideration is the attendance of meetings, the review and study of matters and reference to authorities on the subject. They will make reasonable inquiry concerning the subject and regarding the trustworthiness of the authority. Any committee chair person shall meet the same requirements as are set forth for Board members.

Standing Committees:

<u>Design Review Committee:</u> The purpose of the Committee is to review and recommend to the Board Design & Maintenance Standards of those improvements that are within the jurisdiction of the Association. The Committee does not perform any duty which will be executive in nature. The duty of the Committee is to recommend a coherent system of Architectural Standards. These Standards will be adopted or amended by the Board of Directors and distributed to the members. The administration of Architectural Standards and guidelines will be separately performed by Management (Staff). Management will exercise the authority of the Association to administer these policies. Management will have the authority to make judgments so long as they are reasonably within the goals and objectives established by these Standards.

<u>Nominations and Elections Committee:</u> This Committee will have the duty and obligation to choose from eligible candidates the individuals who have demonstrated the highest quality and standards necessary and appropriate for the position.

Among the factors that should be considered are: (1) Trustworthiness; (2) Experience in the area; (3) Open Minded; (4) Availability; (5) The ability to Conduct themselves in a consistent and diligent manner; (6) Integrity.

Ad-Hoc Committees:

Temporary Committees serving the Board to research and recommend policies and alternatives to the Board of Directors.

Electronic Communication – Board and Committee Meetings:
(Adopted by Resolution 2006-2 and 2011-1)

<u>Notice:</u>
Meetings of the Board (regular, executive, special, or committee) may be noticed to Board members by first-class mail or by 48 hours' notice (seven days notice to the general membership for regular meetings.) delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means; provided, however, that notice need not be given to any Board member who has signed a written waiver of notice by these means. An agenda for all regular meetings shall be prepared by the president or by management under the direction of the president.

<u>Teleconferencing:</u>
Members of the Board may participate in a meeting through the use of a conference telephone or similar communications equipment, so long as all members participating in the meeting can hear one another. It is necessary that Board members be able to confer with each other in order to comply with their legal duties. A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means, through audio, video or both. The Board may typically use teleconferences for all purposes in connection with any meeting of the Board of Directors. All votes taken during a teleconference meeting shall be by roll call. The teleconferencing members participation will count toward the in person quorum. All teleconferenced meetings shall be conducted in the same manner that protects the statutory rights of the members, including the right of the membership to address the Board. All Board policies and association bylaws shall apply to board meetings that are teleconferenced.

<u>Discussion:</u>
Members of the Board may use any technology to discuss matters of importance to the Association prior to any meeting of the Board. This discussion must include/copied to ALL Board members. This discussion is limited in that no policy, vote, or decision can be made by means of this discussion. All Board policies and Association bylaws (including the protocol and conduct of members policy, and Board member conflict of interest policy) shall apply to any discussion by electronic means.

POLICY
OF
THE HOMESTEAD OWNERS ASSOCIATION, INC.
REGARDING HARASSMENT AND CODE OF CONDUCT

SUBJECT: Prohibition of harassment and establishment of general code of conduct.

PURPOSE: To provide notice of the Association's adoption of a policy that defines and prohibits harassment in the Homestead Owners Association, Inc. community and establishes certain codes of conduct.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation and Colorado law.

EFFECTIVE DATE: July 10, 2026

WHEREAS, the Association contains recreational facilities which requires full time staff to operate and maintain; and

WHEREAS, as an employer, the Association is required to provide a safe working environment free from harassment from, co-workers, members, guests and owners within the community; and

WHEREAS, the Association in addition to the existing rules and regulations, a code of conduct is required to set forth the obligations and expectations of owners, guests, co-workers and club members, in relation to their interaction with employees of the Association and members of the Board of Directors.

NOW, THEREFORE, be it resolved that the Association hereby adopts the following Code of Conduct and expectations regarding the treatment of Association employees, managers and board of directors.

1. Purpose. The Association is committed to maintaining a safe, professional, respectful, and harassment-free environment for all employees, staff members, contractors, vendors, management personnel, volunteers, board members, and agents acting on behalf of the Association ("Protected Persons").

This Code of Conduct establishes standards of behavior for all Owners, residents, tenants, guests, and invitees when interacting with Protected Persons and provides enforcement mechanisms for violations.

2. Prohibited Conduct. Owners, residents, tenants, guests, and invitees shall not engage in any of the following conduct toward Protected Persons in the course of performance of their job whether in person, by phone, online, via form of electronic media, or other communication or correspondence:

1. Harassment
    - Repeated unwelcome conduct that interferes with an individual's ability to perform their duties including the use of social media to harass defame, dox or other forms of harassment.
    - Persistent communications after being directed to cease.
    - Intimidation, stalking, or unwanted following.
    - Conduct constituting cyber-bullying.

2. Verbal Abuse
    - Yelling, screaming, or aggressive confrontational behavior.
    - Personal insults, name-calling, ridicule, or humiliation.
    - Profane, vulgar, or abusive language directed at a Protected Person.

3. Threatening Conduct
    - Threats of physical harm.
    - Threats to damage personal or Association property.
    - Threats intended to intimidate, coerce, or interfere with a Protected Person's performance of duties.

4. Discriminatory Conduct
    - Harassment or abuse based on race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, veteran status, or any other protected characteristic.

5. Physical Misconduct
    - Physical intimidation.
    - Unwanted physical contact.

- Assault, battery, or any threatening physical behavior.

6. Interference with Duties
   - Refusing to comply with reasonable directives issued by Association staff acting within their authority.
   - Obstructing or interfering with maintenance, inspections, enforcement activities, or operational responsibilities.

3. Reporting Violations. Any Protected Person who experiences or witnesses prohibited conduct may submit a written incident report to the Association's management or Board of Directors.

The Association shall investigate reported violations in a fair and reasonable manner. The accused individual shall be provided notice of the alleged violation and an opportunity to respond before disciplinary action is imposed, except in emergency situations involving safety concerns.

4. Enforcement and Penalties. The Board may impose one or more of the following sanctions for violations of this policy:

- Monetary fines as authorized by the Association's governing documents and adopted Enforcement Policy.
- Reimbursement to the Association of costs incurred by the Association resulting from the misconduct.
- Suspension of clubhouse privileges and/or suspension of access to recreational amenities and other non-essential common area facilities for a period determined by the Board.

5. Responsibility for Guests and Occupants. Owners shall be responsible for ensuring that their tenants, guests, invitees, and occupants comply with this policy. Violations committed by such individuals may be treated as violations by the Owner.

6. Non-Retaliation. No person shall retaliate against a Protected Person for reporting misconduct, participating in an investigation, or assisting with enforcement of this policy.

7. Board Authority. The Board of Directors retains the authority to interpret, administer, and enforce this policy consistent with the Association's Declaration, Bylaws, Rules and Regulations, and applicable Colorado law.

8. Effective Date. This policy shall become effective upon approval by resolution of the Board of Directors and shall remain in effect until amended or repealed by the Board.

HOMESTEAD OWNERS ASSOCIATION INC.
Risk Management Standards and Insurance Claims Policy

Insurance: It will be the Policy of the Association to have sufficient coverage in policies of insurance in the forms that are ordinary for Associations of this nature. Deductibles will be a common expense for losses that occur on the properties of the Association subject to certain written exceptions. Limits of coverage shall be as is customary and ordinary.
Claims: Homeowners submitting claims to any of Homestead Insurance carriers listed on the general information sheet must first notify the Associations general office. The Association may elect to cover any claims presented from the ownership, in order to keep premiums down. If requested the owner must allow the Board reasonable opportunity to inspect the claim and determine if the subject matter of the claim is within the associations insurance responsibility. Claim contact numbers are provided on the general information sheet.

HOMESTEAD OWNERS ASSOCIATION INC.
Owner and Board Member Education Policy

Director education: Homestead Owner Association will reimburse Directors for attending educational meetings and seminars on responsible governance of the Association, by the Board as a common expense.

Owner Education: Homestead Owners Association offers an hour-long orientation program throughout the year. Please contact the Member Services Office for more information at (970) 926-1067

This event is geared toward anyone who wants a brief overview of the services Homestead Owners Association provides. The first part of the program will give attendees a history of Homestead and describe amenities and facilities that are open to the public. Homestead staff will present this section. The second part of the orientation will be focused on services that members receive including the private amenities, explanation of all governing documents including; architectural standards, bylaw, policies, rules and regulations and other information helpful to homeowners. Homestead's legal representation will present the final portion. Conclusion will be a question and answer session.

In addition or in place of the above, the Association will also provide annual educational opportunities at the annual meeting which may include presentations from Homestead's legal counsel or other industry professionals familiar with homeowners associations.

The orientations are presented at the Homestead Court Club community room. Call for dates (970) 926-1067, or check the Web site calendar.

Homestead Owners Association Inc. hosts special orientations in order to inform and educate new and existing members. All members are invited to attend these programs sponsored by Homestead.

RESOLUTION OF THE
BOARD OF DIRECTORS
OF THE HOMESTEAD OWNERS ASSOCIATION, INC.
REGARDING PROCEDURES FOR ENFORCEMENT OF COVENANTS

RESOLUTION NO. 2022-1

SUBJECT: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: August 8, 2022

RESOLUTION: The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

2. Complaints.

(a) Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

(b) The following complaints shall be reported to local authorities:

I. Pet violations and complaints should be reported to Eagle County Animal Control, 970-328-3647 or animalservices@eaglecounty.us. See also Section 5.5 of the Amended and Restated Declaration and the First Amendment to the Restated Declaration.

II. Wildlife issues should be reported to the Division of Wildlife at 970-947-2920.

III. As the Association may not regulate public rights-of-way, speeding and parking on public streets and rights-of-way complaints should be reported to the Eagle County Sheriff's non-emergency number, 970-479-2201.

IV. Public road & sidewalk maintenance and conditions comments should be reported to Eagle County Road and Bridge Department, 970-328-3540.

V. Loud parties and noise violations should be reported to the Eagle County Sheriff's non-emergency number, 970-479-2201. See also Section 5.10 of the Amended and Restated Declaration and the First Amendment to the Restated Declaration.

3. Investigation. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

4. Violation Which Threatens Public Safety or Health. With respect to any violation of the Declaration, Bylaws, Covenants, or other Governing Documents of an Association that the Board of Directors reasonably determines threatens the public safety or health, the Association shall provide the Unit Owner an initial letter (see number 6 below) of the violation informing the Unit Owner that the Unit Owner has seventy-two hours to cure the violation or the Association may fine the Unit Owner.

   a. If, after an inspection of the Unit, the Association determines that the Unit Owner has not cured the violation within seventy-two hours after receiving the notice, the Association may impose fines on the Unit Owner every other day, up to $500.00 total, and may take legal action against the Unit Owner for the violation.

   b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I).

      i. That the Unit Owner will not be further fined with regard to the violation; and

      ii. Of any outstanding fine balance that the Unit Owner still owes the Association.

5. Violation Which Does Not Threaten Public Safety or Health. If an Association reasonably determines that a there is a violation of the Declaration, Bylaws, Covenants, or other Governing Documents of the Association, other than a violation that threatens the public safety or

health, the Association shall, provide an initial letter (see Paragraph 6 below) regarding the violation and informing the Unit Owner that the Unit Owner has thirty days to cure the violation upon expiration of the initial thirty days. The Association, after conducting an inspection and determining that the Unit Owner has not cured the violation, may fine the Unit Owner.

a. Process to Cure Violation. If a Unit Owner cures the violation within the period to cure afforded the Unit Owner, the Unit Owner may notify the Association of the cure and, if the Unit Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the Unit Owner sends the notice. If the Unit Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the Unit as soon as practicable to determine if the violation has been cured.

b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for:

   i. That the Unit Owner will not be further fined with regard to the violation; and

   ii. Of any outstanding fine balance that the Unit Owner still owes the Association.

c. Failure to Cure Violation by Unit Owner. If the Association does not receive notice from the Unit Owner that the violation has been cured, the Association shall inspect the Unit within seven days after the expiration of the thirty-day cure period to determine if the violation has been cured. If, after the inspection, the Association determines that the violation has not been cured, the Association may impose a fine pursuant to Paragraph 8 below. A second letter pursuant to Paragraph 7 shall provide an additional thirty-day period to cure.

d. The Association may take legal action pursuant to this section if the two thirty-day periods described above have elapsed and the violation remains uncured.

6. Initial Letter for a Violation. If a violation is found to exist, an initial letter shall be sent to the Unit Owner. The letter must be sent via certified mail, return receipt requested, if not a public safety or health

threat. Letter must explain the nature of the violation and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence. The letter shall provide a fine notice as set forth in Paragraph 8.

7. Second Letter. If the alleged violation is not resolved within 30 days of the initial letter, this will be considered a second violation for which a fine or legal action may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the Unit Owner, and shall include a fine notice as set forth in Paragraph 8.

8. Fine Notice. The letter(s) shall further state that the Unit Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten days of the date on the initial letter pursuant to Paragraph 6. On a violation that is a safety/health violation since the letter only provides seventy-two hours to cure, any request for a hearing will be after that period runs but the hearing has to be prior to any fines being applied.

9. Notice of Hearing. If a hearing is requested by the Unit Owner, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least ten days prior to the hearing date.

10. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker." An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

11. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Neither the

Complainant nor the Unit Owner or alleged Violator are required to attend the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e). The Impartial Decision Maker shall, within a reasonable time, not to exceed ten days, render its written findings and decision, and impose a fine, if applicable.

12. Failure to Timely Request Hearing. If the Unit Owner fails to request a hearing pursuant to Paragraph 8, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the Unit Owner may be assessed a fine pursuant to these policies and procedures.

13. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Unit Owner within ten days of the hearing, or if no hearing is requested, within ten days of the final decision.

14. Fine Schedule for Violations that do Threaten Public Safety and Health. The following fine schedule has been adopted for all covenant violations that do threaten public safety and health:

First Notice	Initial Letter (¶6)

After a Unit Owner has failed to cure a violation which threatens public safety and health within seventy-two hours of being provided written notice of such violation, the Association may fine the Unit Owner $50.00 every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Owner that failure to cure may result in a fine every other day and only one hearing shall be held.

15. Fine Schedule for Violations that do not Threaten Public Safety and Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety and health:

First notice of violation With no fine can give ten days to fix.	Warning letter (¶6)
Second notice of violation (of same covenant or rule) Must give thirty days to fix.	$200.00

Third notice of violation	Second Letter (¶7)
(of same covenant or rule)	$300.00
Must give an additional thirty days.	

The Association may turn over any violation after 60 days has passed to the Association's attorney to take appropriate legal action.

16. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violation being resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.

17. Other Enforcement Means. This 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.

18. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

19. Supplement to Law. The provisions of this Resolution 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.

20. Amendment. This Resolution may be amended from time to time by the Board of Directors.

POLICY OF THE HOMESTEAD OWNERS ASSOCIATION, INC. REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT

(Adopted by Resolution 2020-10-1)
(Edited to not conflict with Resolution 2022-1)

WHEREAS, the Declaration of Homestead Owners Association, as amended, grants the Board of Directors of Homestead Owners Association and its agents ("Association") with the power to enforce all covenants, restrictions, easements and charges contained in the Declaration and Guidelines. The Board of Directors desires to promote the health, safety and general welfare of all residents within the Association and to enhance and protect the value, desirability, and attractiveness of all property within the community.

The following covenant enforcement procedures will be followed:

21. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

22. Complaints.

(a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

(b) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

(c) Complaints regarding Trailer/RV/Snowmobile Parking policies defines "loading and unloading" as:

- The resident must notify the General Manager prior to parking any of these items in their driveway if they plan to leave them for 4 hours or more.
- If parking for 4 hours or less, no notification is required.
- After notification, the resident may leave it there for up to 48 hours maximum.
- After the 48 hours, the RV/Boat/Trailer/Snowmobile/Etc. must leave the driveway for at least 48 hours.
- Parking of these items will only be allowed no more than 8 days per month total, with no more than 48 hours per notification to the DRC.
- Class "B" Vans and pickups with bed toppers, that are daily drivers are not considered RV's.

HOMESTEAD OWNERS ASSOCIATION INC.
Animal Control Policy
(Adopted by Resolution 2006-3)

Homestead Owner Association would like to suggest a reasonable balance – or at least, on some balance – between the needs of a dog owner and the safety and comfort of other residents. This means that Association adopts the following policies.

- Dog owners are required to comply with the Eagle County Laws (Resolution 96 -23 and any subsequent Laws) concerning Dogs.
- Owners are to keep their animals either in their homes or on leashes at all times and must meet Eagle County Law 96-23 Section 10 and 11 regarding confinement and restraint. Electronic containment systems may only be used when the animal is still within verbal control and owner is on site.
- Homestead bars animals (within reason) from Homestead Court Club grounds, other common areas, such as parks (not designated dog parks), Dogs are allowed on Homestead open space and trails if they meet Eagle County control regulations.

- Homestead requires owners to care for their animals and clean up after them.
- Homestead may require owners to obtain and show proof of liability insurance to cover property damage or injuries to others caused by their animal.
- Homestead will insist on the removal of an animal (by Eagle County Animal Control Officer) that threatens or disturbs other residents, for example, by barking incessantly, showing vicious tendencies or behavior, or roaming free within the Homestead neighborhood.
- Homestead Staff will fill out and submit a "Citizen Incident Report" to Eagle County, for any violation of the above policy. Violations of this policy are subject to "time based violation" rules set out in the Homestead Covenant enforcement policy.

HOMESTEAD OWNERS ASSOCIATION INC.
Alternative Dispute Resolution
(Adopted by Resolution 2006-4)

1, General. It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and an Owner. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as binding arbitration, non-binding arbitration, or mediation.
2. General Policy. In the event of any dispute between the Association and an Owner, except for those Exempted Claims defined, the Association and the Owner shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiating proceedings before any administrative tribunal.
3. Exempt Claims. The following claims shall be exempt from the provisions of this Policy:
   (a) Any action by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceeding; and
   (b) Any action by the Association to enforce any provisions of the Association's Declaration, Bylaws, or rules and regulations; and
   (c) Any claim of the Association which if not pursued by the filing of a lawsuit would be deemed barred due to the applicable statute of limitations.
4. Procedure for All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures in lieu of litigation:

(a) The Association or any Owner having a claim ("Claimant") against an Owner or the Association, respectively ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim ("'Notice"), stating (i) the nature of the Claim, including the date, time, location, persons involved, and Respondent's role in the Claim, (ii) the basis of the Claim (i.e. the provisions of this Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The parties shall make every reasonable effort to meet in person to resolve the Claim by good faith negotiation.

(c) Mediation.
   (i) If the parties do not resolve the Claim through negotiation within 20 days of the date of the Notice (or within such other period as may be agreed upon by the parties) ("Termination of Negotiations"), Claimant shall have

30 additional days to submit the Claim to mediation by an independent mediation service agreed upon by the parties.

(ii) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim.

iii) If the parties do not settle the Claim within 45 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse, and the date that mediation was terminated.

(iv) Within 10 days of the Termination of Mediation, the parties shall again attempt to resolve the matter informally through negotiation.

(d) Arbitration.

(i) If the parties do not resolve the Claim through negotiation, as provided for above, within 20 days of the Termination of Mediation, the Claimant shall then have 15 additional days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim. However, nothing herein shall release or discharge Respondent from any liability to anyone not a party to the proceedings.

(ii) This Policy is an agreement of the Association and Owners to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

5. Costs. If the Claims are resolved through negotiation or mediation as provided above, each party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the parties otherwise agree. If the Claims are not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing party all of its costs, including attorney fees, costs for other representatives in resolving such Claim, and any expenses incurred as a result of the dispute resolution procedures of this Policy.

6. Failure to Comply with Settlement. If the parties resolve any Claim through negotiation, mediation, or arbitration as set forth above, and the other party fails to abide by the terms of such agreement or award, then the other party may file suit or initiate administrative proceedings to enforce such agreement or award without need to comply with the provisions of this Policy. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement or Award, including without limitation, attorney fees and costs.

7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms

defined in the Declaration shall have the same meaning herein.

8. Supplement to Law. The provisions of this Resolution 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.

9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

10. Amendment. This policy may be amended from time to time by the Board of Directors.

HOMESTEAD OWNERS ASSOCIATION INC.
Records Inspection and Retention
(Adopted by Resolution 2009-1, 2011-2, and 2012-1)

1. Records for Inspection. The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:

(a) Records of income and expenditures affecting the operation and administration of the Association, see(j);

(b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;

(c) Minutes of all meetings of Owners;

(d) Minutes of all meetings of Board members (except records of executive sessions of the Board);

(e) Records of actions taken by the Owners without a meeting;

(f) Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken;

(g) Records of actions taken by any committee of the Board without a meeting;

(h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;

(i) The Association's governing documents which are comprised of:

(1) The declaration;
(2) The bylaws;
(3) The articles of incorporation;
(4) Any rules and regulations and/or design guidelines; and
(5) Any policies adopted by the Board, including the Association's responsible governance policies.

(j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;

(k) Tax returns for the last seven years, to the extent available;

(l) The operating budget for the current fiscal year;

(m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;

(n) The result of the Association's most recent available financial audit or review, if any;

(o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;

(p) A list of the names, term dates, Board e-mail address and mailing addresses of the current Board members and officers;

(q) The most recent annual report delivered to the Secretary of State;

(r) A ledger of each Owner's assessment account;

(s) The most recent reserve study, if any;

(t) Current written contracts and contracts for work performed for the Association within the prior two years;

(u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;

(v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;

(w) Resolutions adopted by the Board; and

(x) All written communications sent to all Owners generally within the past three years; and

(y) A record showing the date on which the Association's fiscal year begins.

2. Exclusions. The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

(a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;

(b) Contracts, leases, bids or records related to transactions currently under negotiation;

(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

(d) Records of executive sessions of the Board;

(e) Individual unit files other than those of the requesting Owners.

The Association shall withhold from inspection and copying the following records as provided by Colorado law:

(a) Personnel, salary or medical records relating to Individuals;

(b) Personal identification and account information of Owners, including bank account information, telephone numbers, e-mail addresses, driver's license numbers, and social security numbers.

3. <u>Proxies:</u> Retention. In accordance with the Protocol and Conduct of Meetings provision set forth above, the Association shall retain all proxies, both directed and non-directed to the proxy holder after such proxy is lodged with the Association. The Association shall not be obligated to affirmatively solicit or receive proxies. Any other documents that purports to assign voting rights shall not be retained unless specifically requested by an agent for an owner under a duly executed Power of Attorney that complies with Colorado law. Such power of attorney shall be returned to the Agent upon request.

4. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:

(a) Making the requested records available for inspection and copying by the Owner within 10 days of the Association's receipt of such written request, which inspection shall be during the regular business hours of 8:00 a.m. to 5:00 p.m. at the principal office of the Association; or

(b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or

(c) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.

5. Use of Records. Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:

(a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;

(b) For any commercial purpose; or

(c) Sold to or purchased by any person.

6. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association to copy such records for the Owner. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

7. Inspection. The Association reserves the right to have a third party present to observe during any inspection of record by an Owner or the Owner's representative.

8. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.

9. Creation of Records. Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.

10. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

11. Supplement to Law. The provisions of this Resolution 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.

12. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

13. Amendment. This policy may be amended from time to time by the Board of Directors.

HOMESTEAD OWNERS ASSOCIATION INC.
Reserve Study (HB 1359)
(Adopted by Resolution 2009-2)

Adoption of a policy related to when the Association will have a reserve study prepared, whether there is a funding plan for the work recommended by the reserve study, and whether the reserve study will be based on a physical analysis and a financial analysis. To provide for the creation and review of a reserve study and for the funding of the work recommended by the reserve study.

1. Baseline Reserve Study. The Association conducted a baseline reserve study, which includes both a physical analysis and a financial analysis of the community as follows:

A. The physical analysis includes:

(1) A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.

(2) A condition assessment of each component on the component inventory by on-site inspection.

(3) Estimates of the remaining useful life and replacement costs of each component.

B. The financial analysis includes:

(1) An analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association per the reserve study.

(2) A future funding plan to meet the requirements of the reserve study.

2. Update of the Reserve Study. Every 3 years following the establishment of the baseline reserve study as provided above, the Association shall cause the reserve study, including both the physical and financial analysis, to be evaluated to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. The update may be done either with or without a site visit. In determining whether a site visit is required in any given year in order to update the reserve study, the Association shall take into consideration the following:

A. Any special or extraordinary issues facing the community (such as an increase in roof leaks or other maintenance issues).

B. Increased deterioration in any components beyond normal wear and tear.

C. Economic changes that affect the replacement cost of any component.

D. Whether routine maintenance of the components has been maintained.

3. Funding of the Reserve Fund. The reserve fund will be funded through regular assessments levied by the Association. The reserve fund shall be funded at a level such that the reserve fund shall at all times maintain a positive balance.

HOMESTEAD OWNERS ASSOCIATION INC.
Policy and Procedure Regarding the Collection of Unpaid Assessments
(a amendment for notification portion)

SUBJECT: Adoption of a policy and procedure regarding the collection of unpaid assessments.

PURPOSE: To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: November 14, 2025 (pending)

RESOLUTION: The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. Due Dates. Installments of the annual assessment and any other balances due as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each month. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 30 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the Unit shall also be charged any costs incurred by the Association in giving notice of such acceleration. This notice of acceleration shall be considered a routine notice for the purposes of Article IX, Section 9.6 of the Declaration.

2. Receipt Date. The Association or its managing agent shall post payments on the day that the payment is received in the Association's office.

3. Late Charges and Interest on Delinquent Installments. The Association or its managing agent shall impose on a monthly basis a $5.00 late charge for each Owner who fails to timely pay any assessment within 30 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association or its managing agent shall impose interest from the date due at the rate of 8% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of any assessment within 30 days of the due date.

4. Personal Obligation for Late Charges and Interest. The late charge and interest shall be the personal obligation of the Owner(s) of the Unit for which such assessment or installment is unpaid. All late charges and interest shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Policy, a return check fee, not to exceed $20.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds.

This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the Unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Policy after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of any assessment is not timely made within 15 days of the due date.

6. Service Fees. In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner. However, the cost charged to the Owner for any notice or other documentation sent to an Owner via certified mail is limited to the actual cost of the certified mail.

7. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars ($25.00) until the balance of the amount owed is less than twenty-five dollars ($25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association or its managing agent has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association or its managing agent has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

8. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner, within any limitations pursuant to Colorado law. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

9. Application of Payments. Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. The Association may prohibit the Owner from accessing any online payment portal until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any assessments owed, then to any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Policy.

10. Collection Process.

(a) After an installment of an annual assessment or other charges due to the Association becomes more than 30 days delinquent, the Board of Directors shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. This First Notice shall be sent by regular first class mail. This First Notice shall be considered a routine notice for the purposes of Article IX, Section 9.6 of the Declaration.

(b) After an installment of an annual assessment or other charges due to the Association becomes more than 60 days delinquent, the Board of Directors shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment. The Association's notice, at a minimum shall include the following:

(i) The total amount due to the Association along with an accounting of how the total amount was determined.

(ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.

(iii) A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt, which copy of the ledger must be provided to the Owner no later than seven business days after receipt of the Owner's request.

(iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, the sale of the Owner's unit at auction to pay delinquent assessments, which could result in the Owner losing some or all of the Owner's equity in the unit or other remedies available under Colorado Law including revoking the Owner's right to vote if permitted in the Bylaws or Declaration.

(v) The availability of, and instructions on how to access, free online information through the HOA Information and Resource Center relating to the collection of assessments by an association, including the Association's ability to foreclose an association lien for unpaid assessments and force the sale of the Owner's home, and the availability of online information from the Federal Department of Housing and Urban Development concerning credit counseling before foreclosure that may be accessed through a link on the Department of Local Affairs' website.

(vi) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure.

(vii) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.

(viii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other governing documents of the Association.

(c) This Second Notice will be provided to the Owner or the Owner's designated contact in the following manners:

(i) Certified mail, return receipt requested; and

(ii) By two of the following manners:

i. Telephone call to a telephone number that the Association has on file because the Owner or the Owner's designated contact has provided the number to the Association. If the Association attempts to contact the Owner or designated contact by telephone but is unable to contact the Owner or the Owner's designated contact, the Association shall, if possible, leave a voice message for the Owner or the Owner's designated contact; or

ii. Text message to a cellular number that the Association has on file because the Owner or the Owner's designated contact has provided the cellular number to the Association; or

iii. Email to an email address that the Association has on file because the Owner or the Owner's designated contact has provided the email address to the Association.

iv. However, if the Owner or the Owner's designated contact has not provided a telephone number, cellular number, or email address to the Association, then this requirement of Section 10(c)(ii) shall be satisfied by sending this Second Notice via regular mail.

(d) After an installment of an annual assessment or other charges due to the Association becomes more than 90 days delinquent, the Board of Directors shall turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. This monthly notice shall be considered a routine notice for the purposes of Article IX, Section 9.6 of the Declaration. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is required to communicate with the collection attorney to obtain the most up to date balance.

11. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

12. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued)	Any time after 30 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after 60 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after 90 days after due date

The attorney may consult with the Association or its managing agent as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association or its managing agent shall furnish to an Owner or such Owner's designee upon the Owner's or designee's written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

14. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, Board of Directors shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

15. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with Board of Directors, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:

(a) Filing of a suit against the delinquent Owner for a money judgment;

(b) Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;

(c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and

(d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

16. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the

Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.

17. Judicial Foreclosure. The Association may choose to foreclose on its lien in addition to attempting to sue an Owner for a money judgment, subject to the provisions of Colorado law. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

The Association may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association.

The Association may not foreclose on an Owner's Unit if the debt securing the lien consists only of one or both of the following:

(a) Fines that the Association has assessed against the Owner as a result of covenant violations; or

(b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by any of the following categories of persons or companies, who are currently or have been at any time during the 5 years prior to the foreclosure sale:

(i) a member of the Board of Directors;
(ii) an employee of the Association's management company representing the Association;
(iii) an employee of the law firm representing the Association;
(iv) an immediate family member of any of the foregoing individuals; or
(v) the Association's management company.

18. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

19. Communication with Owners. As to any communication sent by the Association or the Management company on behalf of the Association pursuant to Paragraph 10 of this Policy, the Association or management company on its behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner identifies a designated contact, the Association or its managing agent shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the Owner provides permission directly to the Association's attorney giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association or its managing agent shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association or its managing agent shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

20. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.

21. Defenses. Failure of the Association or its managing agent to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

22. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

23. Supplement to Law. The provisions of this 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 Association.

24. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

25. Amendment. This Policy may be amended from time to time by the Board of Directors.

POLICY OF THE HOMESTEAD OWNERS ASSOCIATION, INC.
REGARDING REGISTRATION OF PHONE NUMBER AND EMAIL ADDRESS

SUBJECT: Registration of phone number and email address pursuant to Colorado law.

PURPOSE: To provide a policy and procedure by which owners and their designated contacts, if applicable, are requested to register their phone number and email addresses for notification purposes pursuant to C.R.S. §38-33.3-209.5 of the Colorado Common Interest Ownership Act (the "Act").

AUTHORITY: The Declaration, Bylaws, Articles, and the Act.

EFFECTIVE DATE: 7/12/24

RESOLUTION: The Association gives notice of its adoption of the following Policy and Procedure ("Policy") pursuant to which Owners and their designated contacts, if applicable, are requested to register their phone number and email address with the Association for notification purposes pursuant to the Act. The Policy is as follows:

1. Definitions. Unless otherwise defined below, capitalized terms shall have the meanings set forth in the Act and/or Declaration as applicable.

   (a) "Owner" shall have the same meaning as in the Declaration.

   (b) "Designated Contact" means a person that an Owner identifies to the Association to serve as a designated contact for the Owner to be contacted on the Owner's behalf for purposes of compliance with C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act.

   (c) "E-Mail Address" means an electronic mail address.

   (d) "Cellular Number" means a mobile number or cell phone number assigned to a mobile device that enables communication through cellular networks, including the ability to send and receive Text Messages.

   (e) "Text Message" means a written message sent from one cellular phone to another.

2. Compliance with the Act. As part of its procedures for collecting unpaid assessments, the Act requires the Association to contact the delinquent Owner or their Designated Contact, by two of the following means:

(a) Telephone call to a telephone number that the Association has on file because the Owner or Designated Contact provided that number to the Association;

(b) Text Message to a Cellular Number that the Association has on file because the Owner or Designated Contact has provided the cellular number to the Association;

(c) E-Mail to an E-Mail Address that the Association has on file because the Owner or Designated Contact has provided the e-mail address to the Association.

The Act further provides that if the Owner or Designated Contact has not provided a telephone number, cellular number, or email address, the Association may satisfy this contact requirement via regular mail.

3. Registration of Phone and Email Address. Each Owner and their Designated Contact, if applicable, are requested to register their Cellular Number, telephone number (if different from Cellular Number), and E-Mail Address with the Association using any reasonable registration method adopted by the Association. The Association shall periodically request this information from each Owner and their Designated Contact, if applicable, and shall maintain it in the Association's records.

All contacts intended to be made by the Association to comply with C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act, will be made using the registered Cellular Number, telephone number, and E-Mail Address provided by the Owner or their Designated Contact.

If the Association attempts to contact the Owner or their Designated Contact by telephone but is unable to do so, the Association shall, if possible, leave a voice message for the Owner or Designated Contact.

4. Update of Contact Information. It is the responsibility of the Owner and their Designated Contact, if applicable, to keep their Cellular Number, telephone number, and E-Mail Address current with the Association using the registration method adopted by the Association.

Further, should the Association receive a response indicating an invalid number, blocked recipient, disconnected phone, etc., the Association shall not be required to seek any new valid information from the Owner or their Designated Contact. In such case, the Owner acknowledges that the Association is unable to provide the notice required pursuant to C.R.S. §38-33.3-209.5 (1.7(a)(I)) of the Act.

5. Request for Contact Information Before Initiating Foreclosure. If required by Colorado law and if the Association does not already have the information,

prior to sending a notice of intent to foreclose on a property, the Association shall request from the Owner or the Owner's Designated Contact, a telephone number for phone calls, a cellular number for texts, and an email address for emails.

**RESOLUTION OF THE HOMESTEAD OWNERS ASSOCIATION, INC.
REGARDING A POLICY FOR CAMERAS ON COMMON AREAS**

SUBJECT: Adoption of a policy governing Association installed cameras on common areas of the Homestead community.

PURPOSE: To provide notice of the adoption of a policy by the Association concerning Association installed cameras on Common Areas.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation and Colorado law.

EFFECTIVE DATE:
RESOLUTION: 3/14/25

WHEREAS, the Board of Directors is responsible for the management, control, maintenance, repair and replacement and improvement of the Common Areas, which duty may include the placement of monitoring cameras to assist in the protection of the Common Areas; and

WHEREAS, the Board of Directors has determined it is in the best interest of the community and its homeowners to install monitoring cameras within the community to assist in the identification and prosecution of persons damaging the Common Areas and in the enforcement of the Association's covenant, rules, and regulations.

NOW THEREFORE, the Board hereby adopts the following policy regarding the use of cameras in the Association's Common Areas:

1. The Board of Directors has approved the placement of monitoring cameras to be installed on Common Areas at select locations within the community. The primary purpose of the cameras is to record occurrences in Common Areas for the purpose of deterring unlawful acts in the community and as may be necessary to investigate allegations of covenant and rule violations reported to the Association. Secondary allowed uses are to verify contractor performance under a contract or work order or to determine property condition(s).

2. The cameras will be used for recording purposes only and will not be monitored in real time. The cameras are not being installed for safety purposes and should not be relied upon by homeowners, residents, or their guests/family homeowners for their personal security or safety, and all individuals must continue to take the same safety precautions they took prior to installation of the cameras.

3. Video footage will be retained for such time period deemed reasonable and appropriate by the Board and then deleted. Currently the video will be over-written on a 28 day cycle

4. Access to video feed and stored images will be restricted to designated Board Member(s), management company personnel, and law enforcement as approved by the Board to assist in the investigation of potential criminal activity.

5. No copies of surveillance footage will be made or distributed to homeowners. However, any homeowner receiving a violation notice where the violation is evidenced by surveillance footage will be entitled to make an appointment with the management company to view the footage.

6. The Association does not guarantee that non-residents will not gain access to the community and commit criminal acts in the community, nor does the Association guarantee that criminal acts in the community will not be committed by residents. It shall be the responsibility of each homeowner to protect their person and property; and all responsibility to provide such security shall lie solely with each homeowner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of the cameras to prevent criminal activities.

7. The Board may determine, at any time, to discontinue the use of the cameras and/or to amend this Resolution.

8. The Board of Directors may deviate from this Resolution if deemed necessary under the circumstances as determined by the Board in its sole discretion.

POLICY OF THE HOMESTEAD OWNERS ASSOCIATION, INC. REGARDING XERISCAPING

SUBJECT: Adoption of policy and procedure for xeriscaping within The Homestead Owners Association, Inc. (“Association”).

PURPOSE: To adopt a policy regarding an Owner’s right to install xeriscaping, vegetable gardens and to conserve water. To adopt a standard procedure to be followed for xeriscaping, vegetable gardens and water conservation.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: ___________November 14 2025__(pending)__________

RESOLUTION: The Association hereby adopts the following Policy and Procedures for Xeriscaping (“Policy”):

1. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

(a) "Attached Single-Family Home" means the Duplex, Tri-plex and Four-plex Lots in the Association which have a Dwelling Unit that shares one or more walls with another Dwelling Unit.

(b) "Backyard" means the portion of the Owner's Lot located behind the Dwelling Unit and which is not visible from the street in front of the Owner's Lot.

(c) "Detached Single-Family Home" means the Single Family Lots in the Association which have one Dwelling Unit located on the Owner's Lot that has no physical or structural connection to any other Dwelling Unit.

(d) "Reasonable Substitute Plants" means plants that are similarly drought resistant and grow to the same general size and height as the replaced plant(s) of the preapproved garden designs.

(e) "Side Yard(s)" means those portions of the Owner's Lot located to the right or left of the Owner's Dwelling Unit and the portions of the Owner's Lot located adjacent to the Owner's Dwelling Unit that are visible from the street in front of the Owner's Lot.

(f) "Turf Grass" means continuous plant coverage consisting of hybridized nonnative grasses, or grasses that have not been hybridized for arid conditions which, when regularly mowed, form a dense growth of leaf blades and roots.

(g) "Vegetable Garden" means a plot of ground or an elevated soil bed in which pollinator plants, flowers, vegetables or herbs, fruits, leafy greens, or other edible plants are cultivated.

(h) "Xeriscaping" means the application of the principles of landscape planning and design, soil analysis and improvement, appropriate plan selection, limitation of turf area, use of mulches, irrigation efficiency, and appropriate maintenance that result in water use efficiency and water-saving practices all as more fully provided in CRS § 38-33.3-103(33).

2. Use of Xeriscape. Colorado law provides that the Association shall not prohibit or otherwise restrict the use of Xeriscaping to provide ground covering to property the Owner is responsible to maintain, including tree lawns, if applicable.

3. Procedures and Conditions applying to Detached Single-Family Homes. The following procedures shall **only** apply to Detached Single-Family Homes.

(a) Preapproved Plans. Association has adopted three preapproved garden designs that may be used in front yards and installed without prior approval. The three preapproved plans are available on the Association's website. Owners shall be allowed to use reasonable substitute plants, as defined above, if a plant in a preapproved garden design is not available.

(b) Adoption of Additional Guidelines/Rules. Nothing in this Policy shall prohibit the Association from adopting and enforcing Xeriscape design or aesthetic Guidelines or Rules, as long as such Guidelines and/or Rules comply with the below requirements:

(i) Association Guidelines and/or Rules shall not require hardscape on more than 20% of a Lot and shall allow at least 80% of the Lot to be covered in drought-tolerant plantings.

(ii) Association Guidelines and/or Rules may regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on a Lot.

(iii) Association Guidelines and/or Rules shall not prohibit Vegetable Gardens in the front, back, or side yards of a Lot.

(iv) Association Guidelines and/or Rules may establish bona fide safety requirements consistent with applicable landscape codes or recognized safety standards; the Guidelines and/or Rules may also establish prohibitions and restrictions on changes that interfere with the establishment and maintenance of fire buffers or defensible spaces and changes to existing grading, drainage or other structural landscape elements.

4. Procedures and Conditions applying to both Attached and Detached Single-Family Homes. The following procedures and conditions shall apply to both Attached and Detached Single-Family Homes in the community:

(a) Approval. Except as provided above in Paragraph 3(a) for Detached Single Family Homes, installation of Xeriscape or a Vegetable Gardens on Lots or a change from the non-Xeriscape landscaping to Xeriscape, must be approved by the Design Review Committee ("Committee") in accordance with the procedures contained in the Declaration and any architectural standards adopted with respect to landscape modifications or installations. However, the Association shall not impose any *additional* Xeriscaping requirements over and above what is imposed for other types of landscaping.

(b) Turf Grass and Nonvegetative Turf Grass.

(i) Colorado law prohibits associations from requiring any amount of Turf Grass and, therefore, the Association does not require any amount of Turf Grass to be installed on an Owner's Lot.

(ii) In addition, pursuant to Colorado law the Association shall not prohibit the installation of nonvegetative turf grass (commonly known as artificial turf) in the Backyard of Lots, as defined above. The installation of such nonvegetative turf grass requires prior approval from the Association, and the Association may require certain colors or styles be used.

(iii) The Association may adopt other reasonable aesthetic guidelines and rules regulating the installation of nonvegetative turf grass that may be installed in the Backyard of an Owner's Lot.

(c) Watering Requirements. In order to reduce the water required for the installation of new landscaping and in order to maintain the good appearance of all Lots, Owners shall adequately water all landscaping, in accordance with watering restrictions, if any, imposed by the water provider.

(d) Water Restrictions Procedure.

(i) In the event the water provider institutes watering restrictions, so long as Lot Owners water in accordance with said restrictions, the Association shall not enforce a rule or covenant in relation to dead or dormant turf grass, which is defined as continuous plant coverage consisting of non-native grasses, or grasses that have not been hybridized for arid conditions, that when regularly mowed, form a dense growth of leaf blades and roots.

(ii) Upon the lifting or expiration of watering restrictions, if any, a Lot Owner who has existing turf grass in their landscaping plan that appears to be dead shall be afforded a reasonable period of time, subject to the time of year, to reseed and revive the turf grass. The Association shall send written notice to the Lot Owner specifying the amount of time the Lot Owner has to revive the turf grass. Failure or inability to revive the turf grass within the allotted timeframe may result in the Association requiring the Lot Owner to replace turf grass.

(e) Failure to Maintain. Excepting periods of watering restrictions, nothing in this policy shall be construed as permitting a Lot Owner to fail to maintain their Lot, including landscaping.

5. Enforcement. This Policy shall be enforced in a consistent manner throughout the community in accordance with the Association's Covenant and Rule Enforcement Policy and Procedure.

6. Supplement to Law. The provisions of this 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.

7. Deviations. The Board of Directors may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

8. Amendment. This Policy may be amended by the Board

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOMESTEAD OWNERS ASSOCIATION, INC. REGARDING ADOPTING RULES AND REGULATIONS PROHIBITING THE USE OF ELECTRIC BICYCLES ABOVE CLASS 1 ON COMMON AREAS, OPEN SPACE, TRAILS, AND UNPAVED PATHS

SUBJECT: Prohibition against the use of electric bicycles above class 1 standards on Common Areas within the community.

PURPOSE: To adopt such resolution to preserve the health, safety, welfare, and enjoyment of residents and owners within the community.

AUTHORITY: The Declaration, Bylaws, and Articles of Incorporation of the Association, and Colorado law.

EFFECTIVE DATE: _________July 10, 2026_____________

RESOLUTION: The Association hereby adopts the following Resolution Regarding Prohibiting Electric Bicycles Above Class 1 on Common Areas, Open Space, Trails, and Unpaved Paths:

RECITALS

WHEREAS, the Declaration authorizes the Board of Directors to adopt rules and regulations governing the use of the Common Area and to take actions necessary to protect the health, safety, welfare, and enjoyment of residents and owners; and

WHEREAS, the Board has determined that electric bicycles capable of propulsion beyond Class 1 standards create increased risks to pedestrians, trail users, wildlife, natural resources, and the safe enjoyment of the Association's open space and trail system; and

WHEREAS, E-Bikes and other electric powered vehicles above class one pedal assisted bikes erode groomed trails and increase the cost of maintenance of the trails; and

WHEREAS, the Board finds that limiting electric bicycle use on Association-managed open space, trails, and unpaved pathways is necessary to preserve the natural character of the community, minimize erosion and trail degradation, and promote public safety;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following rule:

1. Definition. For purposes of this Resolution:

(a) "Class 1 Electric Bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches 20 miles per hour.

(b) "Electric Bicycle" or "E-Bike" means any bicycle equipped with an electric motor, regardless of classification.

(c) "Open Space" means all Association-owned or Association-managed open space areas, natural areas, conservation areas, and Common Areas designated for passive recreation.

(d) "Trail" or "Unpaved Path" means any dirt, gravel, natural-surface, soft-surface, or otherwise unpaved trail, pathway, single-track trail, multi-use trail, or access route located within or upon Association property or Common Area.

2. Prohibited Uses. Except as expressly permitted herein, the operation, use, or possession of any Electric Bicycle or electric powered vehicle classified above Class 1, including but not limited to Class 2 and Class 3 electric bicycles, is prohibited on:

a. All Association-owned or Association-managed Open Space;

b. All unpaved pathways and natural-surface trails;

c. All single-track and multi-use recreational trails;

d. Any other trail, route, or area designated by the Association as subject to this rule.

3. Permitted Uses. Class 1 Electric Bicycles may be operated only where bicycles are otherwise permitted and only in compliance with all posted rules, speed restrictions, and trail-use regulations.

Nothing in this Resolution shall be construed to permit the use of any bicycle, including a Class 1 Electric Bicycle, in locations where bicycles are otherwise prohibited.

4. Exceptions. The following are exempt from this Resolution:

a. Mobility devices used by persons with disabilities as protected under applicable federal, state, or local law;

b. Association personnel, contractors, emergency responders, law enforcement officers, and governmental agencies acting within the scope of their duties;

c. Maintenance, inspection, or resource-management activities authorized by the Association.

5. Enforcement. Violation of this Resolution shall constitute a violation of the Association's rules and regulations and may result in enforcement action, including but not limited to:

a. Written warning;

b. Monetary fines as established by the Association's Enforcement Policy;

c. Suspension of Common Area privileges where authorized by the governing documents;

d. Any other remedies available to the Association under the Declaration, Bylaws, rules, regulations, or applicable law.

6. Liability. The operator of a vehicle is solely responsible for any injury or harm to person or property caused while operating such vehicle.

7. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Covenants and the Rules and Regulations shall have the same meaning herein.

8. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Covenants and the law of the State of Colorado governing the Community.

9. Amendment. This Resolution may be amended from time to time by the Board of Directors.