

House Transportation, Housing & Local Government

02/14/2024 01:30 PM

HB24-1078 Regulation of Community Association Managers

Typed Text of Testimony Submitted

Name, Position, Representing	Typed Text of Testimony
FRANK HIBBITTS Against themselves	<p>As a manager for a small, limited expense HOA it is not clear if the exception for new small cooperatives and small and limited expense HOA's (see 38-33.3-116) would apply to this proposed HOA manager bill.</p> <p>If it does not, HB24-1078 would place undue hardship on small limited expense HOA's that are by State law limited on how much they can charge HOA members. Many of these small HOA will NOT be able to afford the very high monthly minimum the most fully licensed HOA management companies charge. And it is not clear in this proposed manager law if they can hire out a bookkeeping service to do their billing and collections. So, they may have to try to be self-managed or dissolve which could have an adverse effect on their property values, and neighborhood image.</p>
Michae Soby For themselves	<p>I am in support of this bill. Our current HOA Property Manager has violated our governing documents so many times, I've lost count. This bill is an important move to raise the level of professionalism, hold Association Property Managers accountable, and to support HOA Homeowners Boards and individual homeowners within an HOA. I am currently in a dispute with our HOA Board. The HOA Board paid for an individual homeowners structural work that clearly was not to be paid for according to our current governing documents. The HOA Property Manager paid the bill that was over budget by \$7,000.00 and did not have HOA Board approval to pay. The homeowner in question was the HOA Board President when budget was approved for the fiscal year. The budget line item in question was to pay for exterior water intrusion water proofing and not structural damage. One homeowner benefited not all that have been affected by the water intrusion problem. We have additional supporting documentation about the unprofessional behavior of our current HOA Property Manager. I would be happy to share if needed. Thank you for this opportunity to testify.</p>

<p>Beth Soby For themselves</p>	<p>I am in support of this bill. Our current HOA Property Manager has violated our governing documents so many times, I've lost count. This bill is an important move to raise the level of professionalism, hold Association Property Managers accountable, and to support HOA Homeowners Boards and individual homeowners within an HOA. I am currently in a dispute with our HOA Board. The HOA Board paid for an individual homeowners structural work that clearly was not to be paid for according to our current governing documents. The HOA Property Manager paid the bill that was over budget by \$7,000.00 and did not have HOA Board approval to pay. The homeowner in question was the HOA Board President when budget was approved for the fiscal year. The budget line item in question was to pay for exterior water intrusion water proofing and not structural damage. One homeowner benefited not all that have been affected by the water intrusion problem. We have additional supporting documentation about the unprofessional behavior of our current HOA Property Manager. I would be happy to share if needed. Thank you for this opportunity to testify.</p>
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GREENSTONE HOMEOWNER'S ASSOCIATION
BOARD MEETING MINUTES – April 21st, 2021

MEETING DATE & TIME: April 21st, 2021, 4PM

Location – 7400 Blue Water Court

HOA BOARD 2021

Allen Green
Terry Franci
Karin Dahl
Del Blehm
Mark Campbell

IN ATTENDANCE:

Board Directors: All Directors present

Faith Property Management – Todd King Community Manager

ESTABLISHMENT OF QUORUM AND CALL TO ORDER:

Board president Allen Green called the meeting to order called the meeting to order at 4:09 pm; a meeting quorum was established.

ARB DISCUSSION

Architectural Review Board member Gerry Bragg discussed items regarding the Architectural Review Application for the new home construction at 7412 Blue Water Court with the Board of Directors. General points of discussion included:

- Drainage issues reviewed.
- Owner was required to move AC unit in design plan.
- Slope and City Code were reviewed.
- Aspects of the plans were reviewed by the City of Fort Collins.
- The owner may be required to change slope in design plan to comply with Architectural Review Board stipulations.
- Management was directed to make certain the owner & builder received ARB correspondence.

APPROVAL OF PREVIOUS MINUTES:

The Board of Directors reviewed the 27 January 2021 Meeting Minutes. Mark motioned to approve, Terry seconded, unanimous. The 27 January 2021 Meeting Minutes were approved for the official record and posted at www.associationonline.com. The owner username and password are both Gca100.

VOTES 4/21 – next scheduled meeting

5/27/21 – Board authorizes content & Newsletter publication.

6/11/21 – Board authorizes contract for Lawn Doctor's Emerald Ash Borer basal treatment for Ash Trees.

7/5/21 – Board authorizes review submitted by ARB decision pursuant to 7400 Greenstone Trail & distribution to owner.

7/5/21 – Board authorizes Greening Up to purchase replacement 7 ft. Norway & Hoopsie Spruce and to schedule a project site meeting ahead of planting.

7/5/21 – Board authorizes obtaining soil sample prior to planting Norway Maple west of West Entrance. (note – Board representatives (Karin & Terry) authorized planting Norway Maple at 7/6/21 project site meeting without reviewing soil sample).

7/5/21 – Board authorizes requiring Greening Up to replace Kentucky Coffee behind 7509 Gold Hill Court along Carpenter.

7/5/21 – Board authorizes requiring Greening Up to replace Chinkapin Oak behind 1513 Red Sky Court along 392.

Management Report

a). **Financial statements** – The Board reviewed the 4/21 Financial Statements. Points of discussion included:

- ARB Review fees pursuant to Architectural review has an income line item. There has been \$375 received to date.
- HOA taxes have been filed as required as a non-profit corporation (\$300).
- The Associations insurance premium has been paid (Property, liability, D&O, & Fidelity).
- Office Expense Supply Line Item includes the HOA clearing house website association online & the annual start-up fee, corporate reports, and newsletter publication & distribution.
- Landscape Maintenance & Repair includes fence repairs & pressure washing the vinyl fence.
- Pest control line item includes expenditure for Prairie Dog treatment.
- Snow Removal expenses were discussed. The Association is over the budgeted amount of \$2K with \$2200.55 spent. Northern Colorado has seen increased snow events since 2019. The Board will continue to review the line item.
- The Association deposited \$1891 into reserves in March 2021.

Mark motioned to approve the April income expense report, Karin seconded, the motion passed unanimously, and the April Financials are entered into the official record.

All owners are encouraged to review the expense statement monthly at www.associationonline.com. The username and password are both Gca100. Owners are encouraged to review all documents on the website.

b). **Covenant Enforcement** – The Board reviewed the Covenant Violation list. Covenant’s violations presented included: trash cans not put away after service (section 34 Rules & Regs), Storing/parking RV’S in the Association Declaration of Covenants (section 3.14, section 3.30), Excessive storage (section 3.19, section 34 Rules & Regs), Trailer stored in HOA (Declaration of Covenants section 3.14, section 3.30), & broken unused B-Ball Hoop (section 3.19). To maintain community standards, protect property values, and promote safety the Greenstone Homeowners Association enforces the Declaration of Covenants & Rules & Regulations in accordance with the Associations Covenant Enforcement Policy.

UNFINISHED BUSINESS

Governing Documents – The Board reviewed portions of the Declaration of Covenants, Rules & Regulations, and the legally required Governing Policies from the Colorado Common Interest Ownership Act (CCIOA).

Terry motioned to formally adopt the governing CCIOA policies, Allen seconded, the motioned passed unanimously. Management will post them on the Association website at www.associationonline.com. The username & password are both Gca100.

The Board reviewed section 3.14 in the Declaration of Covenants pursuant to RV’s, Recreational Vehicles, & trailers. The master Declaration of Covenants prohibits parking or storing in the HOA. The Association has a fiduciary responsibility to enforce the Declaration of Covenants.

Terry motioned to execute the Rules & Regulations in legal compliance with the Declaration, Allen seconded, the motion passed unanimously.

NEW BUSINESS

Irrigation installation HOA common space (adjacent to 1648 Greenstone Trail) – Owner wants the HOA to pay for change to irrigation heads on owner lot to irrigate HOA common element (currently not irrigated, subject to standard native dryland maintenance protocol per the landscape contract). Owner of 1648 greenstone agreed to mow the area if the HOA paid for change in irrigation heads on owner lot to increase coverage in the HOA parcel. The intent is to improve the appearance of the HOA area.

Terry motioned to authorize the HOA to pay for irrigation heads, Allen seconded. The motion passed 4-1 with Del voting no.

All owners are encouraged to review all HOA documents at www.associationonline.com (username & password are both Gca 100).

Submitted by Todd King C/O of Eagle Ranch Homeowners Association

NONPROFIT

ARTICLES OF INCORPORATION

931041158 \$55.00
SOS 04-19-93 08:30

OF

GREENSTONE COMMUNITY ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned person, acting as incorporator of this Corporation under the Colorado Nonprofit Corporation Act, signs and acknowledges the following Articles of Incorporation for such Corporation.

ARTICLE ONE: The name of this Corporation shall be Greenstone Community Association, a Colorado Nonprofit Corporation.

ARTICLE TWO: This Corporation shall have a perpetual existence.

ARTICLE THREE: The purpose for which this Corporation is organized is to serve as the Association for GreenStone P.U.D. in Larimer County, Colorado, under a recorded Declaration of Covenants, Conditions, and Restrictions. The Corporation may conduct any lawful activity pursuant to the Colorado Nonprofit Corporation Act in fulfilling such purpose.

ARTICLE FOUR: In addition to all other powers lawfully enjoyed by it, this Corporation shall have all powers granted associations by the Colorado Common Interest Ownership Act, unless specifically limited in the Declaration. Without limiting the generality of the foregoing, this Corporation shall have all powers set forth in Section 38-33.3-302 of said Colorado Common Interest Ownership Act.

ARTICLE FIVE: Upon dissolution of this Corporation, its assets shall be applied and distributed in accordance with Colorado Revised Statute 7-26-103, pursuant to a plan of distribution adopted as provided in Colorado Revised Statute 7-26-104.

ARTICLE SIX: This Corporation shall indemnify its directors, officers, employees, and agents to the fullest extent allowed by Colorado law, as authorized by Colorado Revised Statute 7-22-101.5 and by Colorado Revised Statute 7-3-101.5. The directors, officers, and voting members of this Corporation shall have the benefit of the limitations on personal liability for any injury to person or property arising out of a tort as set forth in Colorado Revised Statute 7-5-119.

ARTICLE SEVEN: The membership of this Corporation shall at all times consist exclusively of all owners of lots within GreenStone P.U.D. in Larimer County, Colorado, or, upon

1. ARTICLES OF INCORPORATION COMPLETE
MRA

COMP. CH'D. MRA

termination of the common interest community, all former owners of lots entitled to distributions of proceeds under Section 38-33.3-218 of the Colorado Common Interest Ownership Act or their heirs, personal representatives, successors, or assigns.

ARTICLE EIGHT: The address of the initial registered office of the Corporation is: 605 South College Avenue, Fort Collins, Colorado 80524. The name of its initial registered agent at such address is Jay D. Stoner.

ARTICLE NINE: The address of the principal office of this Corporation is: 605 South College Avenue, Fort Collins, Colorado 80524.

ARTICLE TEN: The number of directors constituting the initial Board of Directors of the Corporation is two, and the names and addresses of the persons who are to serve as the initial Directors are:

Jay D. Stoner	Roberta G. Greeno
605 South College Avenue	605 South College Avenue
Fort Collins, Colorado 80524	Fort Collins, Colorado 80524

ARTICLE ELEVEN: The name and address of the incorporator is:

Dave Williams
425 West Mulberry Street
Suite 112
Fort Collins, Colorado 80521

Witness my hand this 15th day of April, 1993.

Dave Williams
Dave Williams

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this 15th day of April, 1993, by Dave Williams.

Witness my hand and official seal.

My commission expires: April 2, 1994

Stephanie S. Barber-Hale
Notary Public



BYLAWS OF

GREENSTONE

COMMUNITY ASSOCIATION

BYLAWS
OF
GREENSTONE COXMUNITY ASSOCIATION

ARTICLE I

Name and **Location**

The name of this nonprofit Corporation is Greenstone Community Association, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 605 South College Avenue, Fort Collins, Colorado 80524, but meetings of members and Directors may be held at such places within the State of Colorado, County of Larimer, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Greenstone Community Association, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for GreenStone P.U.D. in Larimer County, Colorado.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Act" shall refer to the Colorado Common Interest Ownership Act (Colorado Revised Statute 38-33.3-101 et seq.), as amended from time to time.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Greenstone, Inc., a Colorado-Corporation, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the office of the Larimer County Clerk and Recorder, Colorado.

Section 8. "Members" shall mean and refer to lot owners, who shall be entitled to membership as provided in the Declaration.

ARTICLE III

Membership

Every person or entity who is a record owner of a fee, or undivided fee, interest in any lot within the Property including contract sellers, but not including contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from ownership of any lot.

ARTICLE IV

Voting Rights

Declarant reserves the right to appoint and remove the officers and members of the executive board of the Association until the earlier to occur of the following: (a) sixty days after conveyance of seventy-five percent (75%) of the lots within the Property to owners other than Declarant; or (b) two years after the last conveyance of a lot by Declarant in the ordinary course of business.

Not later than sixty days after conveyance of one-fourth (1/4th) of the lots within the Property to owners other than Declarant, at least one member and not less than twenty-five percent of the members of the Board of Directors must be elected by owners other than Declarant. Not later than sixty days after conveyance of fifty percent (50%) of the lots to owners other than Declarant, not less than thirty-three and one-third percent of the members of the Board of Directors must be elected by owners other than Declarant.

Upon termination of the period of Declarant's control, the owners shall elect a Board of Directors of at least three members, at least a majority of whom must be owners other than Declarant or designated representatives of owners other than Declarant. The Board of Directors shall elect the officers. The Board of Directors and officers shall take office upon termination of the period of Declarant control.

Declarant reserves the right to voluntarily surrender Declarant's right to appoint and remove officers and members of the executive board before termination of the period of Declarant's control set forth above, in which event Declarant may require, for the duration of the period of Declarant control set forth above,

that specified actions of the Association or executive board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

ARTICLE V

Meeting of the Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held in November, 1993, and each subsequent regular annual meeting of the members shall be held in November of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board, or upon written request of members who are entitled to cast at least twenty percent (20%) of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than fifty (50) days before such meeting to each member entitled to vote thereat, addressed to the mailing address of each lot or to any other mailing address designated in writing by each lot's owner. Notices may also be hand-delivered. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove an officer of a member of the Board.

Section 4. Quorum. A quorum shall be deemed present throughout any meeting of the Association if persons entitled to cast at least twenty percent (20%) of the votes are present, in person or by proxy at the beginning of the meeting. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement to those members present or represented. A majority of the votes entitled to be cast by the members present, or represented by proxy at a meeting at which a quorum is present, shall be necessary to transact business and to adopt decisions binding on all members.

Section 5. Voting/Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his lot. Voting at meetings shall comply with Section 38-33.3-310 of the Act.

ARTICLE VI

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall initially be managed by a Board of two (2) Directors. The number of Directors may be enlarged from time to time. The number and selection of Directors elected by persons other than the Declarant shall comply with the provisions of Section 38-33.3-303(6) of the Act.

Section 2. Term of Office. The initial members of the Board shall serve for terms of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII

Nomination and Election of Directors

Section 1. Nomination. Until otherwise required by the Act, the Directors shall be appointed by the Declarant. Thereafter, and to the extent that Directors are to be elected by persons other than the Declarant, nomination for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman who shall be a member of the Board, and two (2) or more members of the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX

Powers and Duties of the Board of Directors

Section 1. Powers. The Board shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended prior to notice and hearing, for a period not to exceed sixty. (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

(e) Employ a manager as they deem necessary, and to prescribe his duties and delegate to such manager any and all powers and duties of the Association except as such are specifically required by the Declaration to have approval of the Board or the membership of the Association.

(f) To designate and remove independent contractors and such other employees necessary for the operation, maintenance and replacement of the Common Area.

(g) Exercise all powers granted associations by the **Act.**

Section 2. Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property f or which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all documents requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; may sign all checks and promissory notes of the Association; keep proper books of account; may cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XI

Committees

The Board may appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE **XII**

Books and **Records**

The books, records and documents of the Association shall at all times, during reasonable business hours, be subject to inspection by any member, or any mortgagee. Any lot owner shall be furnished with a statement of his account upon payment of a reasonable fee of Twenty-Five Dollars (\$25) or as determined by the Board from time to time, and upon ten (10) days notice to the Board or managing agent. Such statement shall set forth the amount of any unpaid assessments or other charges due and owing from such owner. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE **XIII**

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and specific assessments which are secured by a continuing lien upon the property against which the assessment is made. The Association shall have all rights and authorities granted it by the Declaration and the Act, to levy and collect such assessments.

ARTICLE **XIV**

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words, "Greenstone Community Association, a Colorado Nonprofit Corporation".

ARTICLE **XV**

Amendments

Section 1. These Bylaws may be amended, at any regular or special meeting of the members at which a quorum is present, by a vote of a majority of those votes present in person or by proxy. Members **must be given notice** of -such proposed amendment, as required by the Act.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GREENSTONE P.U.D.

ARTICLE I - PREAMBLE

Declarant is the owner of that certain real property situate in Larimer County, Colorado, described on Exhibit A hereof ("the Property"). The Property has been platted as Phase One and Phase Two of GreenStone P.U.D., by plats recorded at Reception Nos. 93052712 and 93052714 ("the Plats") .

Declarant desires to develop the Property for residential purposes. Declarant deems it desirable to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration in order to preserve the values of the individual lots and to enhance the quality of life for all owners of such lots.

The Property shall be a "planned community" under the Colorado Common Interest Ownership Act ("the Act"). Declarant reserves the right to add to the Property that certain additional tract described as "potential Phase Three" on Exhibit B hereof. The number of lots platted in Phase One and Phase Two totals 70; if Phase Three is added, the maximum number of lots within the entire planned community shall be 106. Declarant shall have the right to record an additional plat or plats to add Phase Three to the Property, by not later than December 31, 1998.

Within the Property, seven lots may be used for equestrian purposes. If Phase Three is added, eleven more equestrian lots will be added, for a total of eighteen equestrian lots. The homeowners' association for the Property will own certain water rights conveyed to it by Declarant and will operate an irrigation system that serves the common greenbelt areas and the equestrian lots.

Declarant therefore declares that all of the Property is and shall be held, transferred, sold, conveyed and occupied subject to the terms, restrictions, limitations, conditions, covenants, obligations, liens, and easements which are set forth in this Declaration, all of which shall run with the Property and shall inure to the benefit of, and be binding upon, all parties having any right, title, or interest in the Property or any portion thereof, and such person's heirs, grantees, legal representatives, successors and assigns.

ARTICLE II - DEFINITIONS

2.1 General. The words and terms defined in this Article shall have the meanings herein set forth unless the context clearly indicates otherwise.

1

Return to: Stoner and Company Real Estate ✓
605 S. College Ave
Fort Collins, CO 80524

2

2.2 Association shall mean and refer to Greenstone Community Association, a Colorado Non-Profit Corporation, established pursuant to Article VI of this Declaration.

2.3 Architectural Review Board shall mean and refer to the Architectural Review Board created pursuant to Article V of this Declaration.

2.4 Common Areas shall refer to the system of horse trails, greenbelt open spaces, ponds, and emergency access areas shown on the Plats, for which legal descriptions are set forth on the Plats. If and when Phase Three is added to the Property, certain additional common areas of the nature described herein shall be identified on the plat of Phase Three.

2.5 Developer shall mean Greenstone, Inc., a Colorado Corporation, its successors and assigns.

2.6 Detached Single Family Dwelling shall mean an independent structure designed and occupied as a residence for a single family.

2.7 Lot shall mean a lot as platted and designed on either of the Plats, as the same may be amended from time to time; provided that, if any lot has been divided so that a portion of the lot is owned by a person in conjunction with all or a portion of an adjoining lot and the other portion of the lot is owned by another person separately or in conjunction with all or a part of the other adjoining lot, then the entire property so held under one ownership shall be the lot for the purpose of this Declaration. The expenses incurred by the Association for owning, maintaining, repairing, operating, and replacing the irrigation system for the Subdivision shall be allocated 30% to the equestrian lots (which 30% shall be divided among such equestrian lots in the ratio of their respective square footage areas) and 70% to the non-equestrian lots (which 70% shall be divided equally among such non-equestrian lots.) Such allocation takes into account the disproportionate benefit received by the equestrian lots from the irrigation system operated by the Association. Expenses of the Association other than those for the irrigation system or for special services under Section 6.9 shall be deemed common expenses. Each Lot shall be responsible for 1/70 of the common expenses of the Association and shall have an identical portion of the votes in the Association. Said allocation is based upon a formula that provides an equal allocation of such matters to each Lot within the Subdivision. If and when Phase Three is added to the Property, each Lot shall be responsible for a reduced portion of the common expenses of the Association and shall have an identical, reduced portion of the votes in the Association, based upon the total number of lots within the Subdivision, which total shall not exceed 106. The equestrian lots in Phase Three

shall share in the allocation of 30% of the costs of the irrigation system as a special expense (which 30% shall be divided among all equestrian lots in all three Phases in the ratio of their respective square footage areas), and the non-equestrian lots in Phase III shall share equally, with the non-equestrian lots in Phases One and Two, in the remaining 70%, if and when Phase Three is added to the Subdivision.

2.8 Single Family shall mean a group of persons related by blood or marriage living together as a family unit, or any other group of persons living together as one family for living and cooking purposes.

2.9 Subdivision shall mean GreenStone P.U.D., a Planned Unit Development in Larimer County, Colorado.

2.10 Other Terms. Other terms may be defined in specific provisions contained in this Declaration and shall have the meaning assigned by each such definition.

ARTICLE III - USE AND OTHER RESTRICTIONS

3.1 Land Use and Building Types. No lot shall be used except as the site of a detached single family dwelling. Said dwelling may include a private garage having doors accommodating not more than four cars or other vehicles, abreast of one another.

Attached hereto as Exhibit C is a list of all of the lots within the subdivision on which one, two, or three horses may be kept. If said Exhibit C states that horses may be kept on a particular lot, the owner of such lot may erect and maintain a barn, pasture, corral, and paddock on such lot; in that event, the size, location, and design of each of said items shall be subject to guidelines established by the Architectural Review Board.

3.2 Building Locations. No building, fence, barn, corral, paddock, or other permanent structure shall be located on any lot without first obtaining the written consent of the Architectural Review Board, approving the proposed location.

3.3 Easements for Utilities and Drainage. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats, or those that may be recorded at a later date. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. If any landscaping is installed which violates such requirements, the Association may give the property owner written notice to remove such landscaping within no less than fifteen (15) days, and if the new owner fails to move the

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landscaping within that time, the Association may have such work done at the expense of the owner of the lot. If the work is done by the Association at the owner's expense, the owner shall pay for such work within three (3) days after notice is given in writing to the owner as to the cost of such work. In the event of failure to pay within that time and if the Association thereafter incurs any attorney's fees and costs in collecting such amount from the owner, all such attorney's fees and costs incurred shall likewise be a debt owing by the owner to the Association.

The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

3.4 Maintenance of Vacant Lots. Prior to the start of construction of a residence on each lot, the Association shall have the right to plant and maintain grass on it; periodically mow such grass and other vegetation; remove any trash or other debris; and remove snow from any sidewalk on the lot. The Association shall establish and charge reasonable fees to the owners of such vacant lots, for such services. Such services shall not be deemed included within those contemplated by Section 6.8 of this Declaration, but shall instead be deemed a service charge from the Association made solely to the owners of each of such vacant lots. The service charges shall be based upon cost projections from the contractor employed by the Association to maintain the Common Areas, and such service charges need not be identical for the lots. Such service charge shall be due and payable on or before February 15 of each year, for each lot on which construction of a residence has not been commenced by December 1 of the preceding year. When a residence is completed during a year for which such service charge has been paid, the Association shall grant the owner involved a credit against future assessments, on a prorated basis using the calendar year as the proration time period and basing such proration upon the date that a certificate of occupancy is issued for a residence on the lot involved. The owner shall be liable for reasonable attorneys' fees and costs incurred by the Association in collecting such service charge.

3.5 Maintenance of Landscaping. Commencing as to each lot when a certificate of occupancy has been issued for a residence on such lot, the landscaping on each lot shall be maintained by the owner, subject however, to the right of the Association to perform any maintenance deemed necessary or desirable to maintain the high standards established for the subdivision, and to assess such owner for such required maintenance. If any owner fails to maintain landscaping on such owner's lot in accordance with such requirements, the Association may give the property owner written notice to perform necessary maintenance within no less than fifteen (15) days, and if the new owner fails to perform such maintenance work within that time, the Association may have such

work done at the expense of the owner of the lot. If the work is done by the Association at the owner's expense, the owner shall pay for such work within three (3) days after notice is given in writing to the owner as to the cost of such work. If the owner fails to pay within said time and the Association thereafter incurs reasonable attorney's fees and costs in collecting such amount from the owner, all such attorney's fees and costs incurred shall likewise be a debt owing by the owner to the Association.

3.6 Maintenance of Exteriors of Residences and Other Buildings. The exteriors of all residences, barns, sheds, and other buildings within the subdivision shall be maintained in good, attractive condition by the owners thereof. All residences shall be repainted or restained periodically as needed. The Association may require an owner to paint or stain his residence and other buildings, and upon such owner's failure to do so, the Association may cause such residence or other buildings to be painted or stained and to assess such owner for the costs incurred thereby. If any owner fails to maintain the exterior of a building on such owner's lot in accordance with the foregoing requirements, the Association may give the owner written notice to perform such work within no less than fifteen (15) days, and if the owner fails to perform such work within that time, the Association may have such work done at the expense of the owner. If the work is done by the Association at the owner's expense, the owner shall pay for such work within three (3) days after notice is given in writing to the owner as to the cost of such work. If the owner fails to pay within that time and if the Association thereafter incurs reasonable attorney's fees and costs in collecting such amount from the owner, all such attorney's fees and costs incurred shall likewise be a debt owing by the owner to the Association.

3.7 Title to Common Areas. The Developer may retain legal title to all or part of the Common Areas until such time as, in the opinion of the Developer, the Association is able to maintain the same. However, the Developer shall convey the Common Areas to the Association not later than thirty (30) days after the date when the Developer is fee simple owner of less than 25% of the land area within the Subdivision, exclusive of the Common Areas and dedicated streets and easements.

3.8 Extent of Members' Easements. The rights and easements of enjoyment of the Common Areas shall be subject to the following:

A. The right of the Association, as provided by its Articles or Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

B. The right of the Association to dedicate or transfer all or any part of the Common areas to any public agency, authority, or utility for such purposes, and subject to such conditions, as it may agree to, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3ds) of the votes has been filed with the Association, agreeing to such dedication, transfer, purpose or condition, and unless written notice of a proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action; and

C. The right of the Association to limit the number of guests of members and the circumstances under which guests may use the Common Areas.

3.9 Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, storage shed or shelter, garage, barn or other outbuilding shall be permitted on any lot at any time, either temporarily or permanently, except by the developer during the process of construction, or as approved by the Architectural Review Board.

3.11 Animals. No animals, livestock, birds, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose. The Association shall promulgate rules and regulations concerning animals. No animals shall be allowed to remain tied or chained upon the Common Areas, and any animal so tied or chained may be removed by the Association or its agents. Pets may be walked on the Common Areas only when attached by a leash to an owner's hand and when the owner carries a device for the immediate removal of its pet's feces. Any pet constituting a nuisance may be ordered by the Association to be kept within the enclosed portion of its owner's lot, or ordered expelled from the subdivision. Each owner shall be responsible for any damage caused by his or her animals.

3.12 Horses/Horse Trails. No horse may be kept on any lot that is not listed as acceptable for the keeping of horses on Exhibit C hereof.

On those lots for which a horse or horses is approved, the owners shall not allow overgrazing of any pasture area. If a pasture is overgrazed, the Association may require the owner of such pasture to replant it and thereafter control the access to the pasture by such owner's horse or horses, to prevent

overgrazing. If an owner fails or neglects to cure an overgrazing problem, such that the pasture becomes unsightly and dust blows from it, the Association shall have the authority to terminate such owner's right to keep a horse or horses on the lot.

Individuals may walk, jog, or run on the horse trails and may be accompanied by no more than two dogs per individual, so long as each dog is restrained by a leash attached to the owner's hand and the owner carries a device for the immediate removal of the pet's feces. No vehicle of any kind, whether or not powered by an engine of any nature, shall be allowed on any horse trail at any time; this prohibition shall include, but shall not be limited to, bicycles, motorcycles, automobiles, and so on.

3.13 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line within the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.

3.14 Recreational Vehicles. No trailer, motor home, camper unit, boat or similar recreational vehicle shall be parked on streets, driveways, lots, or be allowed to remain anywhere within the subdivision, except when sheltered within a garage.

3.15 Aerials-Antennas. No television antenna, radio antenna, aerial or similar equipment of any design shall be mounted on the exterior of any building or erected on any other portion of any lot. No activity shall be conducted on any lot which interferes with television or radio reception on any other lot.

3.16 Satellite Dishes. Satellite dishes may be installed and maintained if screened from the view of other owners and occupiers of lots. The location and screening method for each satellite dish must be approved in advance by the Architectural Review Board.

3.17 Fencing. No fence shall be erected on any lot within the subdivision except as approved in advance by the Architectural Review Board.

Perimeter fences shall be of a type approved in advance by the Architectural Review Board from time to time and shall be painted a color approved in advance by the Architectural Review

Board from time to time. Privacy and other fences shall not exceed six feet in height and shall be of a solid fence design (different from that of perimeter fences) approved from time to time by the Architectural Review Board.

3.18 Wind or Solar-Powered Generators. No wind-powered or solar-powered generator or pump may be installed on any lot, unless its location and design is approved in advance by the Architectural Review Board.

3.19 Unsightly Uses. All lots shall at all times be maintained in a clean and sanitary condition, and no litter or debris shall be deposited or allowed to accumulate on any lot. All landscaping, including grass, shall be irrigated, trimmed and maintained in good condition at all times. Refuse piles and other unsightly objects or materials shall not be allowed to be placed or to remain upon any lot. No firewood, sand boxes, swimming pools, swing sets, basketball goals, posts or hoops, or other recreational equipment shall be placed or allowed to remain so that it is visible from either the street or the neighboring lot(s) except as approved in advance by the Architectural Review Board. Trash containers shall be placed on the curb and returned from the curb only on pickup days. Nothing unsightly shall be hung from windows, railings, or fences. No clothesline or other device for hanging clothes in the open air shall be allowed on any lot.

3.20 Trash Removal. All residents within the subdivision shall have their trash picked up by the same trash-hauling company, on the same day of the week. At each annual meeting of the Association, the Association shall pick the trash-hauling company and the day of the week for the upcoming year. Nothing in this Section 3.20 shall prohibit a resident within the subdivision from hauling trash or debris for himself or herself. Each resident within the subdivision shall be separately liable for the trash-hauling charges attributable to his or her lot.

3.21 Mineral Exploration. No property within GreenStone P.U.D. shall be used to explore for or to remove any oil, gas, gravel, or minerals of any sort.

3.22 Home Occupations. The conduct of a home occupation within a residence in GreenStone P.U.D. shall be considered accessory to the residential use and not a violation of these Covenants provided that the following requirements are met:

3.22.1 Such home occupation shall be conducted only within the interior of the dwelling and shall not occupy more than twenty-five percent (25%) of the floor area within the dwelling.

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3.22.2 The home occupation shall be conducted only by the residents of the dwelling, and no nonresidents shall be employed in conjunction with the home occupation carried on in the dwelling.

3.22.3 No retail sales shall be conducted on the lot.

3.22.4 The conduct of such home occupation must be permitted under the zoning ordinance of the City of Fort Collins.

3.22.5 Only those home occupations which require no visits from customers and no parking at or near the residence in conjunction with such occupation shall be allowed.

3.22.6 No evidence of a home occupation shall be visible from outside the dwelling unit.

3.23 Disabled Vehicles. Disabled automobiles shall not be stored on streets, driveways, or lots within the subdivision. No person shall repair or rebuild any vehicle within the subdivision, except within a garage. Cars allowed on the streets and driveways in the subdivision must at all times be operable, currently licensed, and maintain a current inspection sticker (if such inspection is required by a governmental entity).

3.24 Restrictions on Leasing of Residences. An owner may lease his residence subject only to the following restrictions:

A. No lot owner may lease less than the entire residence.

B. Any lease agreement shall be required to provide that the terms of this lease shall be subject in all respects to the provisions of this Declaration, and the Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

C. All leases shall be in writing and for a term not less than thirty (30) days.

3.25 Trees and Ground Cover. No living tree, shrub or bush may be removed except pursuant to a landscaping plan approved by the Architectural Review Board or otherwise with the approval of said Architectural Review Board. Said prohibition extends to naturally existing trees, shrubs and bushes and to trees, shrubs and bushes planted by owners. No grading or other soil or earthwork shall be performed on a lot until plans for placing improvements on such lot have been properly approved by the Architectural Review Board, and then only to the extent contemplated by such approved plan. After completion of each set

of improvements on a lot, the ground shall be restored, as nearly as possible, to its original contours and appearance. Contour changes of more than one foot from existing grades shall require the approval of the Architectural Review Board. The natural groundcover of a lot shall not be disturbed unless approved by the Architectural Review Board.

3.26 Hazardous Materials. Storage, use or disposal of hazardous or radioactive materials within the Property is prohibited, unless specifically approved in advance by the Architectural Review Board.

3.27 Solar Devices. The utilization of passive or active solar energy devices is encouraged. However, all solar devices must either be architecturally and aesthetically integrated into the structure they serve or be screened from the view of the street and adjacent lots and streets. All solar devices, and their placement, must be approved by the Architectural Review Board.

3.28 Commencing and Finishing Construction. Once construction of any structure is commenced on any lot, with the prior approval of the Architectural Review Board, such structure must be diligently continued and completed in accordance with the plans and specifications approved by the Architectural Review Board, within six months of commencement, or such longer time as the Architectural Review Board has reasonably consented to, in light of the nature of the project or other factors. Commencement of construction shall be deemed to commence with the first substantial construction activity (including earth work).

3.29 Rebuilding. Any structure which is destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt, or all debris must be removed and the lot restored to a sightly condition, within six months of the time the damage occurs.

3.30 No Trucks or the Like. No trucks; trail bikes; recreational vehicles; snowmobiles; campers; trailers; boats; boat trailers; vehicles other than passenger vehicles or pickup or utility trucks with a capacity of one ton or less; shall be parked, stored or otherwise kept on any lot or street within the Property, unless kept in a closed garage. No skimobile, snowmobile, or other recreational vehicle powered by an internal combustion engine may be operated within the Property except for purposes of ingress and egress. The foregoing restrictions shall not be deemed to prohibit commercial and construction vehicles from making deliveries or otherwise providing services to the lots, in the ordinary course of their business.

3.31 Outside Lighting. No exterior lighting shall be installed or maintained on any lot except as approved by the Architectural Review Board.

3.32 No Subdivision. No lot shall be subdivided or utilized for more than one detached single family dwelling (with associated outbuildings and structures) without the prior approval of the Architectural Review Board. Boundary adjustments between neighboring lots shall be allowed, subject to the reasonable approval of the Architectural Review Board so long as the total number of lots within the subdivision is not thereby increased.

3.33 Sales Offices, Management Offices, and Models. Developer reserves the right to maintain sales offices, management offices, and models in the subdivision. Developer may maintain no more than two sales and management offices at any one time, each of which shall not exceed 1,000 square feet in size. Developer shall promptly remove every such sales or management office from the subdivision, at such time as developer ceases to own any lots in the subdivision. Developer and residential builders to whom Developer has sold lots may construct and maintain model residences within the Subdivision. Such model residences shall not exceed 25 at any point in time, and no such model residence shall exceed 10,000 square feet in finished space. Such sales offices, management offices, and model residences may be located on any lot or lots within the Subdivision, and their location may be changed from time to time to other lots within the Subdivision. Developer may maintain signs on the Common Areas within the Subdivision, subject to state laws and local ordinances.

ARTICLE IV - ARCHITECTURAL STANDARDS

4.1 Restrictions. No building, barn, corral, shed, storage structure, awning, fence or any other structure shall be erected, placed or altered on any lot, nor shall there be any external modifications to any such structure, until the plans and landscaping specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in advance by the Architectural Review Board in writing. No landscaping shall be installed on any lot, or altered thereafter, unless a landscaping plan showing the nature, type, height, and location of the proposed landscaping improvements has been submitted to and approved in advance by the Architectural Review Board, in writing. Without limiting the generality of the foregoing, prior approval of the Architectural Review Board must be obtained for any of the following: (i) attachments to the exterior of a structure, (ii) installation of greenhouses, (iii) installation of patio covers, landscaping, screening, trellises and the like, (iv) change in exterior paint colors, (v) installation of any barn, corral, shed, or storage building and (vi) any other exterior change, including cosmetic changes such as garage doors, shutters and the like. The authority of the Architectural Review Board shall extend to the quality, workmanship and materials for any structure proposed; conformity and harmony of exterior design and finish with existing structures within the subdivision; location of all structures with respect to

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the existing buildings, topography and finished ground elevation; and all other matters required to assure that such structures enhance the quality of the subdivision and are erected in accordance with the plan for the subdivision. No metal buildings shall be permitted unless the Architectural Review Board approves.

4.2 Guidelines and Rules. The Architectural Review Board shall adopt Guidelines and Rules governing the type of structures to be permitted in the subdivision, permitted construction materials and the like. Such guidelines shall include permitted exterior materials and finish, including colors which are approved in advance for the exterior of structures in the subdivision. The Guidelines and Rules shall be as determined from time to time by the Association, shall be in writing, and shall be available to all interested parties at any time.

4.3 Garages. Each detached single family dwelling shall include an attached garage accommodating at least two automobiles.

4.4 Setbacks. Subject to the exceptions set forth on Exhibit D hereof, which exceptions shall control as to the lots listed on said Exhibit D, each single family detached dwelling shall be located no closer than 40 feet to the front of the lot; 25 feet to the back of the lot, and 10 feet to the boundary of the nearest adjacent lot. PROVIDED, HOWEVER, that the setbacks for corner lots shall be 40 feet to the front boundary of the lot; 20 feet to the boundary line of the side of the residence which faces a street; 25 feet to the boundary of the lot in back of the residence; and 10 feet to the boundary of the lot on the side of the residence which is not facing a street. The plans submitted by each owner of a corner lot shall identify the front of the lot.

ARTICLE V - ARCHITECTURAL REVIEW BOARD

5.1 Establishment and Membership of Architectural Review Board. An Architectural Review Board has been established by Developer. The Architectural Review Board shall continue until such time as the Association may be dissolved. The Architectural Review Board shall initially consist of five (5) members, being Jay D. Stoner, Roberta G. Greeno, Raymond W. Spencer, James Sell, and John Dengler. Jay D. Stoner and Roberta G. Greeno shall serve as co-chairpersons; the remaining three individuals are qualified professionals in the areas of landscape design, building/contracting, and architecture. Until all lots within the subdivision have been sold by the Developer, or December 31, 2002, whichever date occurs first, the Developer shall appoint the Architectural Review Board, including replacement members for any person who retires, resigns, or otherwise becomes unavailable for service as a member or alternate member of the Architectural Review Board. The Association shall name the members of the Architectural Review Board, once the Developer's exclusive right to do so ceases.

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One member of the Architectural Review Board shall always be a professional architect who is actively engaged in the architectural profession and a current member of A.I.A. Another member of the Architectural Review Board shall always be a landscape designer who is actively engaged in such profession in the Fort Collins, Colorado, area. Another member of the Architectural Review Board shall always be a general contractor who is actively engaged in the business of building residential properties in Larimer County, Colorado. Such members shall be paid members of the Architectural Review Board. Such members of the Architectural Review Board shall not review plans for projects on which they are providing professional services to the applicant. The nonprofessional members of the Architectural Review Board shall designate alternate members to serve in place of the disqualified professional, in each such instance. An individual who resides in the Subdivision shall be ineligible for appointment as a professional member of the Architectural Review Board; an individual who owns one or more lots within the Subdivision, without residing therein, shall not be disqualified. The other two Members of the Architectural Review Board need not be qualified in the professions indicated and shall not be paid members of the Architectural Review Board. Said two nonprofessional members shall serve as co-chairpersons of the Architectural Review Board but shall not have any vote on matters presented to the Architectural Review Board. When the Association attains the right to name the members of the Architectural Review Board, the two nonprofessional members appointed by it shall be members of the Association. Members of the Architectural Review Board appointed by Developer may be removed at any time by Developer and shall serve until they resign or are removed by Developer. Members of the Architectural Review Board appointed by the Association may be removed at any time by the Association, and shall serve for such term as may be designated by the Association or until they resign or are removed by the Association.

5.2 Approved Builders. The Architectural Review Board shall maintain a list of at least six (6) builders active in the Fort Collins-Loveland area who are approved to build residences within the Subdivision. Said list shall be compiled in accordance with guidelines developed by the Architectural Review Board relative to criteria such as the respective builders' quality of workmanship, length of experience, financial condition, and other relevant factors as determined by the Architectural Review Board. The Architectural Review Board shall have the right to revise said list of approved builders from time to time, as it deems appropriate. Owners of lots within the Subdivision shall contract only with approved builders for the construction of residences within the Subdivision, and the Architectural Review Board may reject any application for which an approved builder will not be involved.

5.3 Address of Architectural Review Board. The address of the Architectural Review Board shall be at the principal office of the Association.

5.4 Submission of Plans. Prior to commencement of work to accomplish any proposed improvement to property, the person proposing to make such improvement to property ("Applicant") shall submit to the Architectural Review Board at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, landscaping plans, construction plans, specifications and samples of materials and colors as the Architectural Review Board shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed improvement to property. The Applicant shall be entitled to receive a receipt for the same from the Architectural Review Board or its authorized agent. The Architectural Review Board may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed improvement to property. Until receipt by the Architectural Review Board of all required materials in connection with the proposed improvement to property, the Architectural Review Board may postpone review of any materials submitted for approval.

5.5 Criteria for Approval. The Architectural Review Board shall approve any proposed improvement to property only if it deems in its reasonable discretion that the improvement to property in the location indicated will not be detrimental to the appearance of the surrounding areas of the development as a whole; that the appearance of the proposed improvement to property will be in harmony with the surrounding areas of the development area; that the improvement to property will not detract from the beauty, wholesomeness and attractiveness of the development area or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed improvement to property will not become a burden on the Community Association. The Architectural Review Board may condition its approval of any proposed improvement to property upon the making of such changes therein as the Architectural Review Board may deem appropriate.

5.6 Architectural Review Board Guidelines or Rules. The Architectural Review Board shall issue guidelines or rules relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed improvement to property.

5.7 Architectural Review Fees. The Architectural Review Board may, in its guidelines or rules, provide for payment of fees to accompany each request for approval of any proposed improvement to property. The Architectural Review Board may provide that the amount of such fees shall be uniform for similar types of any proposed improvement to property, or the fees may be determined in any other reasonable manner, such as based upon the reasonable cost of the proposed improvement to property.

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5.8 Decision of Architectural Review Board. The decision of the Architectural Review Board shall be made within thirty (30) days after receipt by the Architectural Review Board of all materials required by the Architectural Review Board. The decision shall be in writing and, if the decision is not to approve a proposed improvement to property, the reason therefor shall be stated. The decision of the Architectural Review Board shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Architectural Review Board.

5.9 Failure of Architectural Review Board to Act on Plans. Any request for approval of a proposed improvement to property shall be deemed approved as proposed, unless disapproval or a request for additional information or materials is transmitted to the applicant by the Architectural Review Board within thirty (30) days after the date of receipt by the Architectural Review Board of all required materials.

5.10 Notice of Completion. Promptly upon completion of the improvement to property, the applicant shall give written notice of completion to the Architectural Review Board and, for all purposes hereunder, the date of receipt of such notice of completion by the Architectural Review Board shall be deemed to be the date of completion of such improvement to property.

5.11 Inspection of Work. The Architectural Review Board or its duly authorized representative shall have the right to inspect any improvement to property prior to or after completion, provided that the right of inspection shall terminate thirty (30) days after the Architectural Review Board shall have received a notice of completion from the applicant.

5.12 Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Review Board finds that any improvement to property has been done without obtaining the approval of the Architectural Review Board or was not done in substantial compliance with the description and materials furnished by the Applicant to the Architectural Review Board or was not completed within one year after the date of approval by the Architectural Review Board, the Architectural Review Board shall notify the applicant in writing of the noncompliance which notice shall be given, in any event, within thirty (30) days after the Architectural Review Board receives a notice of completion from the applicant. The notice shall specify the particulars of the noncompliance and shall require the applicant to take such action as may be necessary to remedy the noncompliance.

5.13 Failure of Architectural Review Board to Act After Completion. If, for any reason other than the applicant's act or neglect, the Architectural Review Board fails to notify the applicant of any noncompliance within thirty (30) days after receipt by the Architectural Review Board of written notice of

completion from the applicant, the improvement to property shall be deemed in compliance if the improvement to property was, in fact, completed as of the date of notice of completion.

5.14 Correction of Noncompliance. If the Architectural Review Board determines that a noncompliance exists, the applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the applicant of the ruling of the Architectural Review Board. If the applicant does not comply with the Architectural Review Board's ruling within such period, the matter may be referred to the Association, and the Association may, in its discretion, record a notice of noncompliance against the real property on which the noncompliance exists, may institute judicial proceedings to allow it to remove the noncomplying improvement, or may otherwise remedy the noncompliance, and the applicant shall reimburse the Association, upon demand, for all expenses incurred therewith. If such expenses are not promptly repaid by the applicant or owner to the Association, the Association may levy a reimbursement assessment against the owner for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or under this Declaration.

5.15 No Implied Waiver or Estoppel. No action or failure to act by the Architectural Review Board or by the Association shall constitute a waiver or estoppel with respect to future action by the Architectural Review Board or the Association with respect to any improvement to property. Specifically, the approval by the Architectural Review Board of any improvement to property shall not constitute approval of, or obligate the Architectural Review Board to approve, any similar proposals, plans, specifications or other materials submitted with respect to any other proposed improvement.

5.16 Architectural Review Board Power to Grant Variances. The Architectural Review Board may authorize variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Board. If any such variance is granted, no violation of the provisions of this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way

the owner's obligation to comply with all governmental laws and regulations affecting the Property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

5.17 Compensation of Members. Members of the Architectural Review Board shall receive no compensation for services rendered, except for its professional members, who shall be reasonably compensated for their services. All members shall receive reimbursement of out of pocket expenses incurred by them in the performance of their duties hereunder.

5.18 Meetings of Architectural Review Board. The Architectural Review Board shall meet from time to time as necessary to perform its duties hereunder. The Architectural Review Board may, from time to time, by resolution in writing adopted by a majority of the members, designate a Architectural Review Board Representative (who may, but need not, be one of its members) to take any action or perform any duties for or on behalf of the Architectural Review Board, except the granting of approval to any improvement to property and granting of variances. The action of such Architectural Review Board Representative within the authority of such Architectural Review Board Representative or the written consent or the vote of a majority of the members of the Architectural Review Board shall constitute action of the Architectural Review Board.

5.19 Records of Actions. The Architectural Review Board shall report in writing to the Association's Board of Directors all final actions of the Architectural Review Board and the Architectural Review Board shall keep a permanent record of such reported actions.

5.20 Estoppel Certificates. The Association shall, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Board, furnish a certificate with respect to the approval or disapproval of any improvement to property or with respect to whether any improvement to property was made in compliance herewith. Any person without actual notice to the contrary shall be entitled to rely on said certificate with respect to all matters set forth therein.

5.21 Nonliability for Architectural Review Board Action. None of the Architectural Review Board, any member of the Architectural Review Board, any Architectural Review Board Representative, the Association, any member of the Association's Board of Directors or Developer shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Board unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Review Board shall not be responsible for reviewing, nor shall its approval of, an improvement to property be deemed approval of the

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improvement to property from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

ARTICLE VI - THE ASSOCIATION

6.1 Articles of Incorporation and Bylaws. The interests of all lot owners shall be governed and administered by the Articles of Incorporation and Bylaws of the Greenstone Community Association and by this Declaration. In the event of a conflict between the provisions of this Declaration and the Articles of Incorporation or the Bylaws of the Association, the terms of this Declaration shall be controlling.

6.2 Membership. Each owner of a lot, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership.

6.3 Examination of Books by First Mortgagee. The holder of any recorded first mortgage or deed of trust on a lot in the Subdivision will, upon request, be entitled to:

(a) inspect the books and records of the Association during normal business hours; and

(b) receive an annual financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association; and

(c) written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings.

6.4 Powers. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the Common Areas and to perform all of the duties required of it. Notwithstanding the above, unless at least seventy-five percent (75%) of the first mortgagees of lots (based upon one vote for each first mortgage owned or held) have given their prior, written approval, the Association shall not be empowered or entitled to:

(a) by act or omission, seek to abandon or terminate the Declaration.

(b) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas.

(c) use hazard insurance proceeds for loss to the Common Areas improvements for other than repair, replacement or reconstruction of such improvements.

6.5 Common Areas Maintenance and Operation. The maintenance and operation of the Common Areas shall be the responsibility and the expense of the Association, and the costs therefor shall be a common expense of all the lot owners. PROVIDED, HOWEVER, that all expenses incurred by the Association to own, operate, manage, repair, and replace the irrigation system shall be allocated 30% to the owners of equestrian lots within the Subdivision (which 30% figures only shall be divided among such equestrian lots in the ratio of their respective square footage areas), and 70% to the owners of non-equestrian lots within the Subdivision (which 70% shall be divided equally among such non-equestrian lots). Such expenses shall not be deemed common expenses. The foregoing formula for allocation of such expenses takes into account the disproportionate benefit received by owners of the equestrian lots, from the irrigation system. The Developer shall pay for the installation of an irrigation system serving the greenbelt areas and providing untreated water to the equestrian lots for pasture irrigation and other uses. The expenses so allocated to the equestrian lots shall be shared by them in the proportions shown on Exhibit C hereof; the 70% of such irrigation system expenses allocated to the non-equestrian lot owners shall be shared among them, equally, according to the number of such lots. Developer shall convey water rights to the Association, together with legal title to the pumps, pipes, and other equipment comprising the irrigation system. The number of equestrian and non-equestrian lots within the Subdivision shall be determined as of May 1 of the year to which such assessments of special expenses relates. The irrigation system assessments set forth herein shall apply to each equestrian lot, regardless of whether one or more horses is actually kept on said lot.

6.6 Common Areas Additions, Alterations, or Improvements - Limitations. There shall be no additions, alterations, or improvements of or to the Common Areas by the Association requiring an assessment in excess of One Hundred Dollars (\$100) per lot in any one calendar year without the prior, written approval of a majority of the members of the Association voting in accordance with the quorum and voting provisions of the Bylaws of the Association, at a special or regular meeting of the Association members. Such expenditure(s) shall be a common expense. PROVIDED, HOWEVER, that expenditures relative to the irrigation system shall not be included in determining such limitation on assessments. For additions, alterations, or improvements to the irrigation system by the Association, any assessment in excess of One Hundred Dollars (\$100) on the non-equestrian lots in any one calendar year shall require the prior, written approval of a majority of the members of the Association voting in accordance with the quorum and voting provisions of the Bylaws of the Association, at a special or regular meeting of the Association members. That is, voting on irrigation system assessments shall be one vote per lot. Assessments relative to the irrigation system may exceed One Hundred Dollars (\$100) on

equestrian lots without triggering such majority approval requirement, so long as the assessment for each non-equestrian lot does not exceed One Hundred Dollars (\$100).

6.7 Formula for Determining Assessments. Declarant shall pay all common expenses through December 31, 1993. Commencing for calendar year 1994 and subsequent years, assessments shall be made no less frequently than annually and shall be based upon a budget adopted no less frequently than annually by the Association. Except for expenses relating to the irrigation system, which shall be allocated as set forth in Section 6.5, above, the assessments shall be based upon the total number of lots within the Subdivision as of October 1 of the year preceding the year for which the assessment is made. [The owners of each lot on which a Certificate of Occupancy has been issued for a residence by October 1 of such preceding year shall pay assessments that are double the assessments for lots on which no such completed residence exists as of said date. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment.]

6.8 Based Upon Budget. Assessments shall be based upon the budget which shall be established by the Board of Directors at least annually, which budget shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is to be paid by all of the lot owners to provide for the payment of all expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Areas, which sum may include, but not be limited to, expenses of management; taxes and special assessments unless separately assessed; premiums for insurance, landscaping and care of grounds; common lighting and heating; repairs and renovations; wages; common water and sewer charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association or any of its agents or employees on behalf of the lot owners under or by reason of this Declaration and the Articles of Incorporation and Bylaws of the Association; for any deficit remaining from a previous period; for the creation of reasonable contingency reserve, working capital and sinking funds as well as other costs and expenses relating to the Common Areas; and for maintaining a reserve fund for replacement of Common Areas, which shall be funded by regular monthly payments rather than special assessments. The Association shall comply with the requirements of Section 38-33.3-303(4) of the Colorado Common Interest Ownership Act, relative to the proposal and adoption of such budget.

6.9 Assessments For Other Charges. The Association shall have the right to charge lot owners for special services provided by the Association to such owner including, but not limited to, those matters set forth in Sections 3.4, 3.5, and 3.6 of this Declaration. That is, such services shall be deemed to have been provided for the exclusive benefit of such lot owners under

Section 38-33.3-315(3)(b) of the Act. The Association shall also have the right to charge a lot owner for any common expense caused by the misconduct of such lot owner, in which event such expense may be assessed exclusively against such owner. The Association shall have the right to impose a lien for any such special service charges or charges due to misconduct that are not paid when due; said lien shall include court costs and reasonable attorneys' fees incurred by the Association in collecting said charges.

6.10 No Other Common Area Liens. No additional liens, other than mechanics liens, assessment liens or tax liens, may be obtained against the Common Areas, and no other assessments, debts or other obligations are assumed by lot owners, other than as set forth herein.

6.11 Assessments. The amount of the common expenses and special service and misconduct charges assessed against each lot shall be the personal and individual debt of the owner thereof. No owner may exempt himself from liability for contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his lot. The Association shall have the authority to take prompt action to collect any unpaid assessment or special service charge which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default in the payment of a special service charge or assessment, the lot owner shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount of the assessment from due date thereof, together with all expenses, including attorneys' fees, incurred together with such late charges as are provided by the Bylaws or Rules of the Association. Suit to recover a money judgment for unpaid special service charges or assessments shall be maintainable without foreclosing the lien described in Section 6.13 below and such suit shall not be or construed to be a waiver of lien.

6.12 Notice of Lien. All sums assessed but unpaid for the share of common expenses chargeable to any lot and all sums for special services provided by the Association and charges due to misconduct that are not paid when due shall constitute the basis for a lien on such lot superior to all other liens and encumbrances, except only for tax and special assessment liens on the lot in favor of any governmental assessing entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Association shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the lot and a description of the lot. Such notice of lien shall be signed by one of the officers of the Association on behalf of the Association and shall be recorded in the office of the County Clerk and Recorder of Larimer County, Colorado. Such lien shall

attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon, shall have been paid in full.

6.13 Enforcement of Lien. Such lien may be enforced by the foreclosure of the defaulting owner's lot by the Association in like manner as a mortgage on real property upon the recording of the above notice of lien. In any such proceedings, the owner shall be required to pay the costs, expenses and attorneys' fees incurred for filing the lien, and in the event of foreclosure proceedings, all additional costs, all expenses and reasonably attorneys' fees incurred. The owner of the lot being foreclosed shall be required to pay to the Association any assessment or special service charge whose payment becomes due for the lot during the period of foreclosure, and the Association shall be entitled to a receiver during foreclosure. The Association shall have the power to bid on the lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same upon acquiring title to such lot.

6.14 Report of Default. The Association, upon request, shall report in writing to a first mortgagee of a lot any default in the performance by any lot mortgagor of any obligation under the Declaration which is not cured within sixty (60) days.

6.15 Release of Lien. The recorded lien may be released by recording a Release of Lien signed by an officer of the Association on behalf of the Association.

6.16 Lien Subordinate to First Mortgage - Limitations. The lien for special service charges and assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now hereafter placed upon the lot subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall cause such lot and grantee thereunder to be relieved of liability for such prior assessments but shall not relieve such lot or grantee from liability from any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.17 First Mortgage Foreclosure. Notwithstanding any of the terms or provisions of this Declaration, in the event of any default on the part of an owner under any first mortgage or first deed of trust which entitles the holder thereof to foreclose the same, any sale under such foreclosure, including the delivery of a deed in lieu to such first mortgagee, shall be made free and clear of all then due and owing assessments. No first mortgagee shall be liable for any unpaid common expense assessments accruing prior to the time such mortgagee receives a deed to a lot.

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6.18 Joint Liability Upon Transfer. Upon payment to the Association of a reasonable fee not to exceed Twenty-Five Dollars (\$25), and upon the written request of any owner or any mortgagee or prospective owner of a lot, the Association shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject lot, the amount of the current monthly assessment and the date that such assessments becomes due, credit for any advanced payments of common assessments, for prepaid items, such as prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any, which statements shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statements of indebtedness shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of making such requests shall be subordinate to the rights of the person requesting such statement and in the case of a grantee of such lot, the grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessments against said lot. The provisions set forth in this Section 6.18 shall not apply to the initial sales and conveyances of the lots made by declarant, and such sales shall be free from all common expenses to the date of conveyance.

6.19 Mortgages - Priority. Each owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a lot may create junior mortgages, liens or encumbrances on the following conditions: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for unpaid assessments, and other obligations created by this Declaration, the Articles of Incorporation and the Bylaws of the Association; (2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgages premises, all of his right, title and interest in and to the proceeds under all insurable policies upon said premises held by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association, and if such request is not granted, such release may be executed by the Association as an attorney-in-fact for such junior mortgage.

6.20 Professional Management. Professional management is anticipated for the project, and any agreement which may be entered into with regard to professional management or any other contract for providing of services by Declarant or Developer shall be for a term of not more than one (1) year and shall be terminable on thirty (30) days' written notice, without cause and without payment of a termination fee.

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ARTICLE VII - GENERAL PROVISIONS

7.1 Duration. Subject to the provisions of Section 7.3 of this Article, this Declaration shall remain in full force and effect, shall run with the land and shall be binding on all persons having any interest in any lot in the subdivision for a period of twenty (20) years from the date this Declaration is recorded and thereafter shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of lots in the subdivision has been recorded agreeing to change or terminate the Declaration in whole or in part.

7.2 Amendments. This Declaration, or any portion thereof, may be amended or revoked at any time by an instrument in writing signed by the owners of at least seventy-five percent (75%) of the lots in the subdivision and one hundred percent (100%) of the holders of recorded first mortgages or deeds of trust. Any amendment shall be effective only upon the recordation of the written amendment or ratification thereof containing the necessary signatures of lot owners and encumbrance holders. No amendment to this Declaration may be made which conflicts with any of the laws of the State of Colorado, or ordinances of the City of Fort Collins. No amendment shall affect any rights of Declarant unless approved in advance by and consented to by Declarant in writing.

7.3 Severability. Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

7.4 Disclaimer. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any covenant or provision of this Declaration or for the failure of the Architectural Review Board or Declarant to enforce any covenant or provision hereof. This Section 7.4 may be pleaded as a full bar to the maintenance of any such action or arbitration brought in violation of the provisions of this Article.

7.5 Waiver. No provision contained in this Declaration shall be deemed to have abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

7.6 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

7.7 Construction. The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter

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genders, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

7.8 Notices. Notices required or permitted by this Declaration shall be made in writing. Notice to a member of the Association shall be sufficient if sent by United States mail, sufficient postage prepaid, to the latest address given by such member to the Secretary of the Association. In such event, notice shall be deemed effective three (3) days after such deposit into the United States mail. Notices may also be given by certified or registered mail, or by hand delivery. If hand delivered, notice shall be effective on the date that delivery is accomplished. If sent by registered or certified mail, notice shall be deemed effective three (3) days after deposit into the United States mail, sufficient postage prepaid.

IN WITNESS WHEREOF, the undersigned being Owners (or Mortgagees) of lots in GreenStone P.U.D. have executed this Declaration the date and year indicated below.

GREENSTONE, INC., a Colorado Corporation

12-8-93
Date

BY: Jay D. Stoner
Jay D. Stoner, President

12/8/93
Date

ATTEST: Roberta G. Greeno
Roberta G. Greeno,
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Declaration of Covenants, Conditions and Restrictions for GreenStone P.U.D. was acknowledged before me this 8th day of ~~November~~^{December}, 1993, by Jay D. Stoner, President, and Roberta G. Greeno, Secretary of Greenstone, Inc., a Colorado Corporation, the owner of the real property subject to said Declaration.

Witness my hand and official seal.

My commission expires: March 11, 1995.

David A. [Signature]
Notary Public

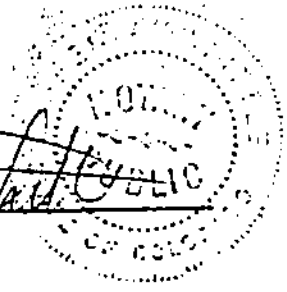


EXHIBIT A
TO
GREENSTONE P.U.D. DECLARATION

Page 1 of 2

THE FOLLOWING-DESCRIBED TRACT CONSTITUTES PHASE ONE:

A TRACT OF LAND SITUATE IN THE SOUTH ONE HALF OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTH WEST QUARTER OF SECTION 18 AS BEARING SOUTH 90° 00' 00" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE ALONG THE SAID SOUTH LINE NORTH 90° 00' 00" WEST A DISTANCE OF 12.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID SOUTH LINE NORTH 90° 00' 00" WEST, A DISTANCE OF 1227.12 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 01° 30' 24" EAST, A DISTANCE OF 60.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 32; THENCE CONTINUING NORTH 01° 30' 24" EAST, A DISTANCE OF 442.27 FEET; THENCE NORTH 34° 51' 54" EAST A DISTANCE OF 243.61 FEET; THENCE NORTH 04° 21' 26" WEST A DISTANCE OF 209.34 FEET; THENCE NORTH 32° 39' 47" EAST, A DISTANCE OF 237.52 FEET; THENCE NORTH 77° 02' 05" EAST, A DISTANCE OF 234.10 FEET; THENCE NORTH 43° 04' 49" EAST, A DISTANCE OF 244.82 FEET; THENCE NORTH 03° 31' 39" EAST, A DISTANCE OF 323.39 FEET; THENCE NORTH 87° 22' 51" WEST, A DISTANCE OF 120.87 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77° 18' 25", A RADIUS OF 213.00 FEET, AND A CHORD WHICH BEARS NORTH 52° 00' 21" EAST A DISTANCE OF 266.08 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.39 FEET; THENCE SOUTH 89° 20' 26" EAST, A DISTANCE OF 18.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 15.00 FEET; AND A CHORD WHICH BEARS SOUTH 44° 20' 26" EAST, A DISTANCE OF 21.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 23.56 FEET, THENCE SOUTH 89° 20' 26" EAST A DISTANCE OF 54.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 15.00 FEET; AND A CHORD WHICH BEARS NORTH 45° 39' 34" EAST A DISTANCE OF 21.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 23.56 FEET; THENCE SOUTH 89° 20' 26" EAST, A DISTANCE OF 180.66 FEET; THENCE SOUTH 03° 44' 11" EAST, A DISTANCE OF 220.42 FEET; THENCE SOUTH 01° 02' 35" WEST, A DISTANCE OF 117.98 FEET; THENCE SOUTH 05° 13' 46" WEST, A DISTANCE OF 352.21 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21° 24' 57", A RADIUS OF 637.00 FEET, AND A CHORD WHICH BEARS SOUTH 79° 09' 06" EAST A DISTANCE OF 236.71 FEET; THENCE ALONG THE ARC OF SAID CURVE 238.10 FEET; THENCE SOUTH 21° 33' 22" WEST A DISTANCE OF 54.00 FEET; TO A POINT ON THE CENTER LINE OF THE PLATTE RIVER MUNICIPAL POWER ASSOCIATION EASEMENT RECORDED IN BOOK 1567 ON PAGE 787 (RECEPTION NUMBER 66923); THENCE ALONG SAID EASEMENT CENTER LINE SOUTH 00° 55' 10" WEST, A DISTANCE OF 1046.76 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 36.9310 ACRES MORE OR LESS.

EXHIBIT A
TO
GREENSTONE P.U.D. DECLARATION

Page 2 of 2

THE FOLLOWING-DESCRIBED TRACT CONSTITUTES PHASE TWO:

A TRACT OF LAND SITUATE IN THE SOUTH ONE HALF OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 18 AT BEARING NORTH 00° 00' 00" WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER AND CONTINUING ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER NORTH 00° 00' 00" WEST A DISTANCE OF 1,237.77 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG THE SAID SOUTH LINE NORTH 00° 00' 00" WEST A DISTANCE OF 265.78 FEET; THENCE NORTH 00° 35' 27" EAST, 60.01 FEET; TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 12; THENCE ALONG SAID NORTH RIGHT-OF-WAY NORTH 00° 00' 00" WEST 817.38 FEET, TO A POINT ON THE APPROXIMATE CENTERLINE OF STANTON CREEK DRAINAGEWAY; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE SAID APPROXIMATE CENTERLINE OF STANTON CREEK DRAINAGEWAY THE FOLLOWING 24 COURSES:

1. NORTH 12° 42' 43" EAST, A DISTANCE OF 111.46 FEET;
2. NORTH 41° 29' 43" EAST, A DISTANCE OF 143.00 FEET;
3. NORTH 08° 02' 43" EAST, A DISTANCE OF 151.00 FEET;
4. NORTH 55° 49' 43" EAST, A DISTANCE OF 210.00 FEET;
5. SOUTH 54° 10' 17" EAST, A DISTANCE OF 43.00 FEET;
6. NORTH 73° 04' 43" EAST, A DISTANCE OF 68.00 FEET;
7. NORTH 02° 19' 43" EAST, A DISTANCE OF 140.00 FEET;
8. NORTH 47° 02' 43" EAST, A DISTANCE OF 73.00 FEET;
9. NORTH 02° 14' 17" WEST, A DISTANCE OF 58.00 FEET;
10. SOUTH 88° 12' 41" WEST, A DISTANCE OF 57.00 FEET;
11. NORTH 43° 58' 12" WEST, A DISTANCE OF 178.00 FEET;
12. NORTH 17° 01' 43" EAST, A DISTANCE OF 233.00 FEET;
13. NORTH 21° 55' 41" EAST, A DISTANCE OF 328.58 FEET;
14. NORTH 28° 45' 14" EAST, A DISTANCE OF 421.62 FEET;
15. SOUTH 75° 18' 13" EAST, A DISTANCE OF 28.48 FEET;
16. NORTH 55° 32' 40" EAST, A DISTANCE OF 237.92 FEET;
17. SOUTH 80° 08' 14" EAST, A DISTANCE OF 85.74 FEET;
18. NORTH 21° 32' 49" EAST, A DISTANCE OF 122.90 FEET;
19. NORTH 03° 52' 16" WEST, A DISTANCE OF 148.97 FEET;
20. NORTH 42° 44' 22" EAST, A DISTANCE OF 277.40 FEET;
21. NORTH 01° 11' 49" EAST, A DISTANCE OF 43.04 FEET;
22. NORTH 48° 47' 50" EAST, A DISTANCE OF 154.49 FEET;
23. NORTH 14° 10' 59" EAST, A DISTANCE OF 147.04 FEET;
24. NORTH 14° 57' 16" WEST, A DISTANCE OF 148.77 FEET;

TO A POINT ON THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE LEAVING SAID APPROXIMATE CENTERLINE OF STANTON CREEK DRAINAGEWAY AND ALONG THE SAID NORTH LINE SOUTH 89° 22' 23" EAST, A DISTANCE OF 484.22 FEET TO A POINT ON THE CENTER LINE OF THE PLATTE RIVER MUNICIPAL POWER ASSOCIATION EASEMENT RECORDED IN BOOK 1542 ON PAGE 787 (RECEPTION NUMBER 64923); THENCE ALONG SAID EASEMENT CENTER LINE THE FOLLOWING TWO COURSES:

1. SOUTH 06° 49' 13" EAST, A DISTANCE OF 300.20 FEET;
2. SOUTH 00° 53' 10" WEST, A DISTANCE OF 305.38 FEET;

THENCE LEAVING SAID EASEMENT CENTERLINE THENCE NORTH 88° 17' 34" WEST 201.78 FEET; THENCE SOUTH 00° 09' 10" EAST, A DISTANCE OF 243.40 FEET; THENCE NORTH 87° 20' 28" WEST, A DISTANCE OF 182.77 FEET TO A POINT OF CURVATURE AT A TANGENT CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 15.00 FEET, A LONG CHORD WHICH BEARS SOUTH 45° 39' 34" WEST A DISTANCE OF 21.71 FEET; THENCE CONTINUING ALONG SAID ARC A DISTANCE OF 33.56 FEET; THENCE NORTH 89° 20' 26" WEST, A DISTANCE OF 54.00 FEET TO A POINT OF CURVATURE AT A NON-TANGENT CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 15.00 FEET, A LONG CHORD WHICH BEARS NORTH 44° 20' 28" WEST A DISTANCE OF 21.71 FEET; THENCE CONTINUING ALONG SAID ARC A DISTANCE OF 23.56 FEET; THENCE NORTH 89° 20' 26" WEST A DISTANCE OF 18.15 FEET TO A POINT OF CURVATURE AT A TANGENT CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 77° 18' 23" A RADIUS OF 213.00 FEET, A LONG CHORD WHICH BEARS SOUTH 52° 00' 33" WEST A DISTANCE OF 266.08 FEET; THENCE CONTINUING ALONG SAID ARC A DISTANCE OF 287.39 FEET; THENCE SOUTH 87° 22' 51" EAST, 120.87 FEET; THENCE SOUTH 03° 31' 39" WEST, 232.39 FEET; THENCE SOUTH 43° 04' 49" WEST, 244.82 FEET; THENCE SOUTH 77° 02' 05" WEST, 234.19 FEET; THENCE SOUTH 32° 39' 47" WEST, 237.52 FEET; THENCE SOUTH 04° 21' 24" EAST, 209.34 FEET; THENCE SOUTH 34° 51' 54" WEST, 242.41 FEET; THENCE SOUTH 01° 20' 24" WEST, 502.29 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 48.7387 ACRES MORE OR LESS.

EXHIBIT B
TO
GREENSTONE P.U.D. DECLARATION

THE FOLLOWING-DESCRIBED TRACT CONSTITUTES PHASE THREE. THE DECLARANT RESERVES THE RIGHT TO ADD ALL OR PART OF SAID TRACT TO GREENSTONE P.U.D.

A TRACT OF LAND SITUATE IN THE SOUTH ONE HALF OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTH WEST QUARTER OF SECTION 18 AS BEARING SOUTH $90^{\circ} 00' 00''$ WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SECTION 18, NORTH $90^{\circ} 00' 00''$ WEST A DISTANCE OF 12.17 FEET; THENCE LEAVING SAID SOUTH LINE NORTH $00^{\circ} 55' 10''$ EAST, A DISTANCE OF 60.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 32 AND THE SOUTHEAST CORNER OF GREENSTONE P.U.D., PHASE I; THENCE ALONG THE EAST LINE OF SAID PHASE I AS FOLLOWS: THENCE CONTINUING NORTH $00^{\circ} 55' 10''$ EAST, A DISTANCE OF 986.75 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GREENSTONE TRAIL; THENCE NORTH $21^{\circ} 33' 22''$ EAST, A DISTANCE OF 54.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GREENSTONE TRAIL; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $21^{\circ} 24' 57''$, A RADIUS OF 637.00 FEET, AND A CHORD WHICH BEARS NORTH $79^{\circ} 09' 06''$ WEST, A DISTANCE OF 236.71 FEET; THENCE ALONG THE ARC OF SAID CURVE 238.10 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE NORTH $05^{\circ} 13' 46''$, A DISTANCE OF 352.21 FEET; THENCE NORTH $01^{\circ} 02' 35''$, A DISTANCE OF 117.98 FEET; THENCE NORTH $03^{\circ} 44' 11''$ WEST, A DISTANCE OF 220.42 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID PHASE I, SAID POINT BEING ON THE SOUTH LINE OF GREENSTONE P.U.D. PHASE II; THENCE LEAVING SAID PHASE I ALONG SAID PHASE II SOUTH LINE SOUTH $89^{\circ} 20' 26''$ EAST, A DISTANCE OF 2.11 FEET TO THE EAST LINE OF PHASE II; THENCE ALONG SAID PHASE II EASTERLY LINE AS FOLLOWS: NORTH $00^{\circ} 09' 10''$ WEST, A DISTANCE OF 243.80 FEET; THENCE SOUTH $88^{\circ} 17' 54''$ EAST, A DISTANCE OF 207.78 FEET; THENCE NORTH $00^{\circ} 55' 10''$ EAST, A DISTANCE OF 305.38 FEET; THENCE NORTH $06^{\circ} 59' 13''$ WEST, A DISTANCE OF 300.20 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID PHASE II; THENCE LEAVING PHASE II SOUTH $89^{\circ} 22' 23''$ EAST, A DISTANCE OF 41.69 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO COURSES 1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $19^{\circ} 52' 04''$, A RADIUS OF 2559.85 FEET AND A CHORD WHICH BEARS SOUTH $25^{\circ} 38' 44''$ EAST, A DISTANCE OF 883.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 887.65 FEET; 2) THENCE SOUTH $35^{\circ} 34' 46''$ EAST, A DISTANCE OF 2304.67 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 18 AND THE CENTERLINE OF COUNTY ROAD 32; THENCE LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD NORTH $89^{\circ} 59' 49''$ WEST, A DISTANCE OF 1754.26 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 54.05 ACRES MORE OF LESS.

**EXHIBIT C
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GREENSTONE P.U.D.**

This Exhibit C is to be attached to and considered a part of the Declaration of Covenants, Conditions and Restrictions for GreenStone P.U.D.

The following Lots in GreenStone P.U.D. will be acceptable for the keeping of horses:

Lot 7	- 2 horses
Lot 8	- 1 horse
Lot 9	- 2 horses
Lot 10	- 2 horses
Lot 11	- 3 horses
Lot 12	- 2 horses
Lot 13	- 1 horse
Lot 96	- 1 horse
Lot 97	- 1 horse
Lot 98	- 2 horses
Lot 99	- 1 horse
Lot 100	- 1 horse
Lot 101	- 1 horse
Lot 102	- 1 horse
Lot 103	- 1 horse
Lot 104	- 3 horses
Lot 105	- 2 horses
Lot 106	- 2 horses

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED POLICY FOR
CONDUCTING ASSOCIATION MEETINGS**

Effective: 21 Apr. 1, 2021

1. Introduction.

The Board of Directors (“Board”) of Greenstone Community Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purpose.

The purpose of this Policy is to emphasize that meetings of the Association’s Board and its Members must be conducted in accordance with the Association Documents and applicable law. The Association Documents (in particular, its Bylaws), CCIOA and the Colorado Revised Nonprofit Corporation Act, as amended (“Nonprofit Act”) contain numerous provisions governing meetings of the Association’s Members and Directors including, without limitation, provisions regarding notices, quorums, proxies, voting and Member participation in the meetings. It is not the intent of this Policy to restate those provisions, but rather to provide overall guidance on the requirements governing the conduct of Association meetings.

3. Member Meetings.

3.1 Governing Documents and Laws. Meetings of the Association’s Members shall be conducted in accordance with the requirements of the Association Documents (especially the Bylaws), CCIOA and the Nonprofit Act, to the extent applicable.

3.2 Parliamentary Procedure. Unless otherwise provided in the Association Documents, and except as set forth in the code of conduct below, meetings of the Members shall be conducted in accordance with (a) Robert’s Rules of Order Newly Revised, or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.

3.3 Code of Conduct. The following code of conduct shall apply to meetings of the Members:

3.3.1 Anyone wishing to speak must first be recognized by the meeting chair.

3.3.2 Members shall not interrupt anyone who validly has the floor.

3.3.3 When speaking, Members shall abide by any time limits set by the meeting chair for comment.

3.3.4 Members shall at all times speak and otherwise behave with common courtesy and civility. In particular, Members shall refrain from personal attacks, and from using profane, rude or threatening language.

3.3.5 Any comments should be relevant to the agenda item being discussed.

3.3.6 No Member may speak for a second time on an issue until everyone who wants to speak about that issue has been given the chance to speak once.

3.3.7 Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.

3.3.8 Members shall obey all orders made by the meeting chair, including an order to step down (i.e., an order to stop speaking and yield the floor).

3.4 Order of Business. Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Members will be the following:

- Establish quorum.
- Call meeting to order.
- Approval of minutes of prior meeting.
- Reports of committees/officers.
- Election of directors (if annual meeting).
- Old business.
- New business.
- Adjournment.

3.5 Meeting Minutes. Minutes of Member meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records. Because minutes of Member meetings will be taken, and in order to encourage full discussion by the Members, no Member meeting may be recorded by audio or video means unless otherwise allowed by the Board in its sole discretion.

4. Board Meetings.

4.1 Governing Documents and Laws. Meetings of the Association's Board shall be conducted in accordance with the requirements of the Association Documents (especially the Bylaws), CCIOA and the Nonprofit Act, to the extent applicable.

4.2 Parliamentary Procedure. Unless otherwise provided in the Association Documents, and except as set forth in the code of conduct below, meetings of the Board shall be conducted in accordance with (a) Robert's Rules of Order Newly Revised or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.

4.3 Code of Conduct. The following code of conduct shall apply to meetings of the Board:

4.3.1 Directors shall conduct themselves in a professional and businesslike manner.

4.3.2 No personal attacks may be made against other Directors, Association Members, residents or managing agents.

4.3.3 Directors shall at all times speak and otherwise behave with common courtesy and civility. In particular, Directors shall refrain from personal attacks, and from using profane, rude or threatening language.

4.3.4 Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.

4.4 Order of Business. Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Board will be the following:

- Establish quorum.
- Call meeting to order.
- Approval of minutes of prior meeting.
- Reports of committees/officers.
- Election of officers (if annual meeting).
- Old business.
- New business.
- Adjournment.

4.5 Meeting Minutes. Minutes of Board meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records. Because minutes of Board meetings will be taken, and in order to encourage full discussion by the Directors, no Board meeting may be recorded by audio or video means unless otherwise allowed by the Board in its sole discretion.

4.6 Executive Sessions. Executive or closed-door sessions of the Board shall be conducted in accordance with CCIOA (CRS §38-33.3-308).

5. **Variances.**

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

6. **Amendment.**

This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Policy for Conducting Association Meetings was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April 2021.

Greenstone Community Association, a Colorado
nonprofit corporation

By: Allen Allen, President

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED POLICY FOR HANDLING CONFLICTS OF INTEREST
OF DIRECTORS**

Effective: 21 April, 2021

1. **Introduction.** The Board of Directors ("Board") of Greenstone Community Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. **Policy Purposes.** The purposes of this Policy are:

2.1 To set forth procedures and rules to identify and handle conflict of interest situations involving Directors;

2.2 To provide a framework for appropriate education of existing and new Directors as to (a) their responsibilities in terms of timely disclosing conflict of interest situations and (b) the limits CCIOA places upon the participation of a Board member with a conflict of interest; and

2.3 To provide a mechanism for the Board to take up and reconsider any decision or action which may inadvertently be rendered without appropriate disclosure and handling of a Board member conflict of interest.

3. **Identification and Disclosure of Conflict of Interest Situations.**

3.1. **Definition of Conflict of Interest.** Unless the Declaration provides a more expansive definition, in which case the Declaration controls, a "conflict of interest" shall be defined as any contract, transaction, or other financial relationship between the Association and a director of the Association, or between the Association and a party related to a director, or between the Association and an entity in which a director of the Association is a director or officer or has a financial interest. A "party related to a director" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.

3.2 **Declaration and Disclosure of Conflict of Interest.** A Board member who has a conflict of interest regarding any contract, decision or other action shall declare and disclose the conflict of interest. In making such declaration and disclosure, the affected Board member shall:

3.2.1 Identify, by agenda item or otherwise with such particularity as necessary to identify the issue in question, the specific pending contract, decision or other action as to which the conflict of interest arises; and

3.2.2 Describe the person or person(s) who would financially benefit from the contract, decision or other action; and

3.2.3 Disclose the nature and magnitude of the financial benefit that would arise out of or as a function of the Board's decision on the contract, decision or other action.

4. Participation by Board Member Who has Disclosed a Conflict of Interest.

4.1 Discussion. Unless the Association Documents provide for stricter limits on participation, in which case such stricter limits control, a Board member who has a conflict of interest may, after identifying and disclosing the conflict, participate in the Board's discussion of the pending contract, decision or other action. However, upon either (a) the voluntary decision of the Board member who has declared a conflict; or (b) the vote of a majority of the then present Directors who do not have a conflict, the Board member with a conflict may be excused from the discussion of the pending contract, decision or other action, in which case such Board member shall not be present or participate in the Board's evaluation of the issue.

4.2 Voting. A Board member who has a conflict of interest shall be considered present for purposes of establishing a quorum and may vote on any matter related to consideration of the contract, decision or other action implicated by the conflict of interest.

5. Reconsideration of Decisions Impacted by Questionably or Improperly Handled Conflict of Interest.

5.1 Effect of Non-Compliance. The actions of the Board on any conflict of interest transaction shall be considered valid, binding and authorized, and will not be voidable by an Owner or on behalf of the Association, where: (1) the facts of the conflict are known by or disclosed to the Board and a majority of the Board members without a conflict vote in favor of the proposed contract, decision or other action in good faith, even though such disinterested Board members would be less than a quorum; or (2) the facts of the conflict are known by or disclosed to the Owners entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Owners entitled to vote thereon; or (3) the conflicting interest transaction is fair as to the Association.

5.2 Reconsideration/Ratification. Where the Board identifies a previous contract, decision or other action which was adopted under circumstances where non-compliance with this policy is probable and subsections (1), (2), or (3) of Article 5.1, above, are not satisfied, the Board shall, at an open meeting, take the matter up for reconsideration. At such meeting:

5.2.1 The Board member with a conflict of interest shall fully identify and disclose the conflict as provided above; and

5.2.2 The Board shall discuss whether, after having considered the matter in good faith, the contract, decision or other action should be ratified by a new vote in compliance with this Policy; and

5.2.3 The Board shall conduct a new vote on the question of ratification, which shall satisfy the requirements of Article 5.1 of this Policy.

6. **No Loans to Board Members.** No loans shall be made by the Association to its Board members or officers. Any Board member or officer who assents to or participates in the making of a loan prohibited by this section shall be liable to the Association for the amount of such loan until it is repaid.

7. **Board Member Education.**

7.1 **Existing Directors.** Upon adoption of this Policy, the Association Secretary shall provide all existing Directors with a copy of this Policy.

7.2 **New Directors.** Following adoption of this Policy, the Association Secretary shall promptly provide all new members of the Board elected or otherwise seated on the Board with a copy of this Policy.

7.3 **Annual Refresher.** At least annually, the Board shall discuss this Policy and its requirements.

8. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

9. **Amendment.** This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Policy for Handling Conflicts of Interest of Directors was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April 2021.

Greenstone Community Association, a Colorado nonprofit corporation

By: Allen Green, President

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED POLICY FOR COLLECTION
OF UNPAID ASSESSMENTS**

Effective: 21 April, 2021

1. **Introduction.** The Board of Directors (“Board”) of Greenstone Community Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. **Policy Purpose.** The purpose of this Policy is to emphasize that collection of unpaid Assessments is an important part of governing the Association and such collection should be done in a uniform manner in accordance with the Association Documents and CCIOA. It is the intent of this Policy to provide a framework for the collection of past due Assessments in a timely and efficient manner.

3. **Collection of Unpaid Assessments.** To assist with the collection of unpaid Assessments in a timely and efficient manner, the Association shall do the following:
 - 3.1 **Due Date/Delinquent Payments.** Assessments are due upon the date specified by the Board. Any Assessment not paid within 30 days after its due date is considered past due and delinquent. A monthly late charge in the amount of \$25.00 will be assessed against the delinquent Owner. Furthermore, the Association may impose interest at any rate up to 18% per annum on past due Assessments from the date of delinquency.

 - 3.2 **Returned Check Charge.** In addition to any other charges under the Association Documents and this Policy, if an Owner makes payment of Assessments to the Association by a check which is not honored by the bank on which it was written or is returned by such bank for any reason whatsoever, including but not limited to insufficient funds, the Owner shall immediately pay the Association, as part of the Owner’s Assessment, a reasonable returned check charge not to exceed \$20.00.

 - 3.3 **Notice to Owner/Payment Plan.** If any Assessments are 60 days past due, and before the Association turns over a past due account to a collection agency or an attorney for legal action, the Association must send the delinquent Owner a letter via First Class U.S. Mail notifying the Owner of the delinquency and specifying:
 - The total amount due, with a copy of the Owner’s ledger showing how the total was determined;

- That unless the Owner acquired the Owner's Unit or Lot through a foreclosure and does not occupy the Unit or Lot, the Owner will have a one-time opportunity to enter into a payment plan that allows the Owner to pay off the past due amount in equal payments over a period of at least six months. Under such a payment plan, the Owner will be required to make payment of the past due Assessments and also remain current with payment of the regular Assessments as they come due during the term of the payment plan. If the Owner does not comply with the payment plan, the Association can then pursue legal action against the Owner.
- The contact information for the Association's property manager in the event the delinquent Owner wishes to enter into a payment plan or has any other questions about the amount owing to the Association.
- That action is required to cure the Owner's delinquency and if the Owner fails to do so within 30 days following the date of the Association's letter, the Owner's past due account may be turned over to a collection agency or an attorney, a lawsuit may be filed against the Owner, a lien may be filed and foreclosed against the Owner's Unit or Lot, and the Association may pursue any other remedies available under Colorado law.

3.4 Application of Payments on Delinquent Accounts. All payments received with regard to a delinquent Owner's account shall be applied to the Association's attorneys' fees and costs, expenses of enforcement and collection, late charges, interest (if any), returned check charges, and other costs owing under the Association Documents prior to being applied to payment of any Assessments then due.

3.5 Collection Remedies. In the event payment is not received from any delinquent Owner within 30 days after the date of the Association's letter referenced above, the Association may pursue any one or all of the following remedies:

3.5.1 File an Assessment lien against the delinquent Owner's property;

3.5.2 Commence and maintain legal proceedings (lawsuits seeking personal judgments and foreclosure actions) for the recovery of delinquent Assessments, late fees, interest, attorney fees and costs as may be allowed by the Association Documents or CCIOA;

3.5.3 Pursue collection of judgments obtained against Owners;

3.5.4 Take all other lawful action necessary to collect delinquent Assessments in accordance with the Association Documents and Colorado law; and

3.5.5 Suspend the voting rights of the delinquent Owner during the duration of the delinquency.

If the Association fails to follow the procedures set forth above it shall not be construed as any waiver or release of a delinquent Owner's obligation to pay Assessments or the Association's right to collect the Assessments in accordance with the Association Documents and CCIOA.

4. **Association's Attorney Fees and Costs.** Any delinquent Owner shall be responsible for attorney fees and costs incurred by the Association in the collection of past due Assessments, whether or not a lawsuit is commenced, in accordance with the Association Documents and CCIOA.
5. **Foreclosure and Bankruptcy Notices.** If the Association receives any bankruptcy or foreclosure notice regarding an Owner with unpaid Assessments, the Association may seek advice from its attorney regarding the appropriate action to be taken.
6. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
7. **Amendment.** This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Policy for Collection of Unpaid Assessments was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April 2021.

Greenstone Community Association, a Colorado
nonprofit corporation

By: Allen Lee, President

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED POLICY REGARDING INSPECTION AND COPYING
OF ASSOCIATION RECORDS**

Effective: 21 April, 2021

1. Introduction.

The Board of Directors ("Board") of Greenstone Community Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes. The purposes of this Policy are to:

- 2.1 Identify records to be maintained by the Association;
- 2.2 Set forth procedures and rules to promote the consistent and predictable handling of requests by Owners for the inspection and copying of Association records;
- 2.3 Protect the Association and its members from abusive records requests which fail to describe with reasonable particularity the records sought, or which seek records legally protected from disclosure on the basis of privilege or other valid grounds for confidentiality.

3. Association Records to be Maintained. The Association shall maintain in electronic or paper format the following records, which are considered the Association's sole records for purposes of document retention and production to Owners, at the Association's office or the office of the Association's managing agent:

- 3.1 Operating budget for the current fiscal year, and detailed records of receipts and expenditures affecting the operation and the administration of the Association.
- 3.2 Records of claims for construction defects and amounts received in settlement of those claims.
- 3.3 Minutes of all Board and Owner meetings, a record of any Board or Owner action taken without a meeting, and a record of action taken by any Board committee.
- 3.4 Written communications among, and the votes cast by, Board members that are directly related to an action taken by the Board without a meeting pursuant to the Colorado Revised Nonprofit Corporation Act, as amended ("Nonprofit Act"), or the Association's Bylaws.

- 3.5 A list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to cast.
- 3.6 A list of the names, email addresses and physical mailing addresses of current Association Board members and officers.
- 3.7 The Association's current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies and any other Policies adopted by the Board.
- 3.8 Financial statements for the past three years and Association tax returns for the past seven years, to the extent available.
- 3.9 The most recent annual report filed by the Association with the Colorado Secretary of State.
- 3.10 A list of current assessments by type of Unit or Lot, and financial records sufficiently detailed to enable the Association to provide an Owner with a written statement listing the amount of unpaid assessments currently levied against that Owner's Unit or Lot.
- 3.11 The Association's most recent reserve study, if any.
- 3.12 Current written contracts to which the Association is a party, and contracts for work performed for the Association within the preceding two years.
- 3.13 Records of Board or Committee action to approve or deny any Owner request for design or architectural approval.
- 3.14 Ballots, proxies and other records relating to voting by Owners for a period of one year after the election, action or vote.
- 3.15 Board resolutions relating to the characteristics, qualifications, rights, limitations, and obligations of Owners.
- 3.16 All written communications within the past three years from the Association to all Owners generally as Owners.
- 3.17 Results of the most recent available financial audit or review, if any.
- 3.18 A list of all Association insurance policies, including insurance company names, policy limits, policy deductibles, additional named insureds and expiration dates.

4. Inspection and Copying of Records.

4.1 Availability of Records. Except for the records described in Section 5 below, the records required to be maintained by the Association shall be made available for inspection and copying by either an Owner or that Owner's authorized agent (such as an attorney or other representative of the Owner).

4.2 Written Request. Any Owner wishing to inspect and copy Association records shall submit a written request in substantially the form of the attached Request for Inspection and Copying of Association Records ("Request") to the Association through its managing agent, if applicable, or if the Association has no acting managing agent, then through the Association's secretary. The Request shall describe with reasonable particularity the records sought.

4.3 Time for Inspection and Copying. The Request must be received by the Association at least ten days prior to inspection or copying of the records. Any inspection and copying of records shall be conducted during normal business hours.

4.4 Cost. Any Owner requesting copies of Association records shall pay the Association, in advance, for the Association's labor and material costs related to producing and copying the records. If requested by an Owner, the Association may provide copies of records to the Owner via email, if available.

4.5 No Obligation to Compile or Synthesize. The Association is not obligated to compile or synthesize information.

4.6 No Use for Commercial Purposes. Association records and the information contained within those records shall not be used for commercial purposes.

5. Exclusions.

5.1 List of Owners. Notwithstanding anything in this Policy to the contrary, a list of Owners, or any part of such list, may not be obtained or used for any purpose unrelated to an Owner's interest as an Owner without the consent of the Board. More specifically, a list of Owners, or any part of such list, may not be (a) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association, (b) used for any commercial purpose, or (c) sold to or purchased by any person or entity.

5.2 Other Excluded Records. The following records are not subject to inspection and copying:

5.2.1 Architectural drawings, plans, and designs, unless the owner of those drawings, plans or designs authorizes their release in writing.

5.2.2 Contracts, leases, bids or records related to the purchase or provision of goods or services currently under negotiation.

5.2.3 Communications with the Association's attorney that are protected by the attorney-client privilege or attorney work product doctrine.

5.2.4 Records (other than publicly filed pleadings) relating to pending, potential or threatened litigation, mediation or arbitration.

5.2.5 Records the disclosure of which would be in violation of the law.

5.2.6 Records of any executive session of the Board.

5.2.7 Records requested by an Owner relating to a Lot or Unit owned by someone else.

5.2.8 Personnel, salary or medical records relating to specific individuals.

5.2.9 Personal identification and account information of Owners, including bank account information, telephone numbers, email addresses, driver's license numbers and Social Security Numbers

5.2.10 Any records that are otherwise confidential under constitutional, statutory or judicial imposed requirements.

6. Variances.

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

7. Amendment.

This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Policy Regarding Inspection and Copying of Association Records was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April 2021.

Greenstone Community Association, a Colorado nonprofit corporation

By: Allen Green, President

REQUEST FOR INSPECTION AND COPYING OF ASSOCIATION RECORDS

Owner's Name: _____ Date: _____
Address: _____
Telephone #: _____

I HEREBY REQUEST THAT GREENSTONE COMMUNITY ASSOCIATION (“ASSOCIATION”) ALLOW INSPECTION AND/OR COPYING OF THE ASSOCIATION RECORDS DESCRIBED BELOW.

1. Describe with Reasonable Particularity the Records Sought: _____

2. Type of Review: (choose one)

I wish to inspect records at the Association's location.

I wish to pay the Association's labor and material costs for copies of the records I have requested.

3. Certification and Acknowledgement of Association Records Policy:

I certify that I will not use any Association records and the information contained within those records for any commercial purpose.

I acknowledge and accept the Association's Policy Regarding Inspection and Copying of Association Records (“Policy”) and agree that I have been provided with an opportunity to review that Policy. I acknowledge and agree that the records will be made available to me in accordance with the Policy and I will comply with the Policy. I agree that I will be responsible for paying the Association's labor and material costs for copies of Association records and acknowledge that I must prepay these costs before the copies are provided.

Owner Signature: _____

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED RESERVE POLICY**

Effective: 21 April, 2021

1. Introduction.

The Board of Directors (“Board”) of Greenstone Community Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes. The purposes of this Policy are to:

2.1 Provide, through a reserve study, a tool for the Association to identify components of the community that the Association is responsible to maintain, repair and replace, to determine the useful life of those components, to establish a maintenance, repair and replacement schedule for those components, and to establish a plan for funding such maintenance, repair and replacement.

2.2 Manage the investment of the Association’s reserve funds (“Reserve Funds”) in a prudent manner to preserve them for their intended uses, structure the maturities of Reserve Fund investments so that the Association will have liquid assets available for its anticipated needs and realize appropriate returns on the Association’s Reserve Fund investments.

3. Reserve Study.

The Association shall have a reserve study prepared and periodically updated (any reserve study, together with any updates, being collectively referred to in this Policy as the “Reserve Study”) for those components of the community maintained, repaired and replaced by the Association. The Reserve Study shall be prepared at least once during each three to five year period (with the first three to five year period commencing January 1, 2023), or more frequently if determined necessary by the Board in its sole discretion. The Reserve Study may be prepared by the Association, its managing agent or by a qualified outside consultant. The Reserve Study shall be based on both a physical analysis and a financial analysis of the components for which the Association has maintenance, repair and replacement responsibility.

4. Funding Plan for Work Recommended by Reserve Study.

The Board shall adopt a plan for funding any work recommended by the Reserve Study, which plan shall be updated from time to time as deemed necessary by the Board in its sole discretion (the funding plan, together with any updates, being collectively referred to in this

Policy as the “Funding Plan”). The Funding Plan shall take into consideration the cost of maintenance, repair and replacement of the community components for which the Association is responsible, the impact of inflation, the projected funding sources for the work (including assessments collected from the owners and revenue generated from invested Reserve Funds), as well as any other factors considered advisable by the Board. The goal of the Funding Plan shall be to maintain Association reserves at an adequate level to provide for the timely maintenance, repair and replacement of the community components for which the Association is responsible so as to minimize the risk to the owners of special assessments, deferred maintenance and unfunded losses. The Funding Plan will require the Association to maintain a positive Reserve Funds balance but the Reserve Funds need not be 100% of the amount necessary to fully fund the work identified in the Reserve Study.

5. Investment of Reserve Funds.

5.1 Segregated Accounts. All Reserve Funds shall be maintained in an account or accounts separate from the Association’s operating account or accounts.

5.2 Types of Investments. The Board shall invest the Association’s Reserve Funds in one or more of the following types of investments:

- FDIC-insured interest bearing liquid bank accounts (money market deposit accounts) with no more than the maximum FDIC-insured amount in any one financial institution.
- FDIC-insured certificates of deposit with no more than the maximum FDIC-insured amount in any one financial institution.
- Money market funds that invest only in United States Treasuries and Treasury-backed securities.
- Treasury bills, notes or bonds purchased with the intent to hold to maturity.
- Any other type of investment that is (a) FDIC-insured or guaranteed by the United States government (but only to the extent of such insurance or guarantee), or (b) an obligation of the United States government.

5.3 Liquidity. The Board shall maintain from time to time a sufficient portion of its Reserve Funds in one or more liquid accounts to meet required expenditures for repairs or replacement that the Association will incur before its non-liquid assets mature.

5.4 Laddering of Non-Liquid Investments. The Association’s non-liquid investments should be structured with laddered maturity dates so that the investments mature during successive time periods. The length of maturities should be based on market conditions and the Association’s anticipated maintenance, repair and replacement needs. This laddering strategy is intended to provide the Association with the benefit of longer term interest rates, which are customarily higher than short-term rates, while maintaining

sufficient liquidity from time to time to meet the Association's maintenance, repair and replacement schedule.

5.5 Investment Advisor. The Board may retain a professional investment advisor to assist in investing its Reserve Funds pursuant to this Policy.

5.6 Control and Review of Investments. All Reserve Funds will be held in accounts titled in the name of the Association. Any withdrawal or transfer of Reserve Funds requires the signatures of at least two Association officers or directors. The Board will review the periodic account statements sent to the Association for the Reserve Funds at the next Board meeting following the Association's receipt of the statements. Based on this review, the Board may make any adjustments to the investments as necessary to maintain competitive yields.

5.7 Standards of Conduct. In making decisions regarding the investment of Association Reserve Funds, the officers and directors shall act in good faith, with the care that ordinarily prudent persons in a like position would exercise under similar circumstances, and in a manner the officers or directors reasonably believe to be in the best interests of the Association, pursuant to the Colorado Revised Nonprofit Corporation Act.

6. Variations.

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

7. Amendment.

This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Reserve Policy was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on

21 April 2021

Greenstone Community Association, a Colorado nonprofit corporation

By: Alla Liza, President

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED POLICY FOR ENFORCEMENT OF
COVENANTS AND RULES
(INCLUDING NOTICE AND HEARING PROCEDURES AND SCHEDULE OF FINES)
Effective: 21 April, 2021**

1. Introduction.

The Board of Directors (“Board”) of Greenstone Community Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes. The purposes of this Policy are to:

2.1 Set forth procedures and rules to promote the consistent enforcement of the Association Documents;

2.2 Provide a framework for mediation of disputes between the Association and Owners, except those related to collection of past due assessments or matters that may require an injunction, restraining order or protection order; and

2.3 Provide Owners with notice of the schedule of fines for violations of the Association Documents.

3. Mediation.

3.1. Request for Mediation. In the event of a dispute between the Association and any Owner, except disputes regarding past due assessments or any matter that may require an injunction, restraining order or protection order, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation (“Request”) must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the dispute within 30 days after the effective date of the Request, or such longer time as the parties may agree upon in writing. If the mediation does not occur within 30 days (or longer if so agreed in writing), or the parties are unable to settle the dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.

3.2 Mediation Fees and Costs. Fees and costs associated with the mediation, including payment of fees to the mediator, shall be paid as follows:

3.2.1 The requesting party shall pay the mediator in advance for the first two hours of mediation.

3.2.2 If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and Owner(s) and paid at the conclusion of the mediation.

3.2.3 The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.

3.2.4 If an Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.

3.3. Continuation of Hearing and Imposition of Fines. A request for mediation shall not suspend or stay any hearing or imposition of fines in accordance with the Fine Policy set forth below. Any fines imposed prior to or after a request for mediation shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the dispute. Unless otherwise agreed at mediation, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.

3.4. Continuation of Legal Proceedings. If a lawsuit for the collection of Assessments or enforcement of the Association Documents is commenced prior to receiving a request for mediation, such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

4. Fine Policy, Notice and Hearing Procedures.

4.1 Fine Policy. The Association may levy fines for violations of the Association Documents in accordance with the following fair and impartial fact-finding process which is designed to determine whether the alleged violation actually occurred and whether the owner allegedly violating the Association Documents is the one who should be held responsible for the violation.

4.2 Notice of Violation ("Notice"). The Notice of Violation process is as follows:

4.2.1 The Association or any member of the Association may report a violation. If reported by a member, the member should report the violation in writing to the Association at the Association's address. If the violation is of the type that can be readily photographed, any report of the violation should include one or more photographs of the violation.

4.2.2 The Board will verify the violation and issue a written Notice to the violating Owner. The Notice will describe the nature of the violation, the time frame for correcting the violation (expressed as a certain number of days after the effective date of the Notice as determined below), and state that the Association may seek to remedy the violation and otherwise protect its rights as specified in the Association Documents and as provided by law.

4.2.3 The Notice, together with a copy of this Policy, will be sent via U.S. Mail, first class postage prepaid, addressed to the last registered address of the Owner as listed in the Association's records. The Notice will be considered effective three days after it is deposited in the mail.

4.2.4 The Owner receiving the Notice then has the amount of time specified in the Notice to correct the violation.

4.2.5 If the violation is not corrected within the specified time, a fine is levied starting on the first day after the time period for correcting the violation expires, subject to the Request for Hearing provisions below.

4.3 Requests for Hearing. Any Owner receiving a violation Notice has the right to request a hearing before the Board as the Association's impartial decision-maker. To request a hearing, the Owner must contact the Association in writing within four days after the effective date of the Notice. The Association's Board shall then set a date for the hearing. If the hearing, for whatever reason, cannot be held prior to the date when the fine is otherwise scheduled to commence, the date the fine begins shall be extended to the day following the hearing. No Board member may have any direct personal or financial interest in the outcome of the hearing process. A Board member shall not be deemed to have a direct personal or financial interest in the outcome if the Board member will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. Any Board member who does have any direct personal or financial interest in the outcome of the hearing process shall not participate in the hearing. The purposes of the hearing are to (1) determine if the Owner receiving the Notice should be held responsible for the alleged violation, (2) evaluate any mitigating circumstances, and (3) make arrangements for bringing the violation into compliance over a period of time if warranted.

The hearing process will not and cannot be used to determine if a particular provision of the Association Documents is desirable.

4.4 Hearing Procedure. The general procedure for the hearing is as follows:

4.4.1 The presiding Board member shall (1) establish a quorum, (2) explain the Fine Policy and procedures, and (3) describe the nature of the violation as specified in the Notice.

4.4.2 The Owner may then provide rebuttal to the Notice using witnesses or any other information deemed relevant and necessary.

4.4.3 After all testimony and other evidence has been presented, the Board shall decide whether the Owner should be held responsible for the alleged violation. If the Board finds that the Owner has violated the Association Documents, a fine shall then be assessed by the Board or mutually agreeable arrangements made with the Owner to ensure correction of the violation and compliance in the future. If the Board finds that the Owner should not be held responsible for the alleged violation, then (1) no fine shall be assessed, and (2) the Association shall not allocate to that Owner's Association account any of the Association's costs or attorneys' fees incurred in asserting or hearing the alleged violation.

4.5 Fines. If an Owner fails to timely correct a violation, the Board shall first send a courtesy letter to the Owner reminding the Owner to correct the violation. If the violation is not corrected within ten (10) days of the date of the courtesy letter, then the Board shall fine the Owner \$25.00 and written notice of the fine shall be provided to the Owner. If the violation is not corrected within ten (10) days of the date of the initial fine letter, then the Board shall fine the Owner an additional \$50.00 and written notice of the additional fine shall be provided to the Owner. If the violation is still not corrected within ten (10) days of the date of the additional fine letter, then the Board shall fine the Owner \$100.00 and written notice of the fine shall be provided to the Owner, which written notice shall also advise the Owner that if the violation is not corrected with ten (10) days of said notice then beginning on the 11th day the Board shall fine the Owner \$100.00 per day until the violation is corrected. The Owner is responsible for notifying the Association in writing if and when the violation has been corrected. Any daily fine shall continue at the stated rate until the earlier of (a) the date on which the Owner gives written notice of correction, regardless of when the violation was corrected, or (b) 120 days after commencement of the daily fine.

4.6 Injunction. If the violation has not been corrected within 120 days after commencement of a daily fine, or after imposition of a one-time fine, the Association may commence the necessary legal proceedings under the Association Documents or under Colorado law to compel correction of the violation as well as to recover any unpaid fines, court costs, attorneys' fees and other Association expenses arising from the violation. Nothing in this paragraph shall preclude the Association from commencing legal proceedings to correct the violation prior to expiration of the 120 day period.

4.7 Collection of Fines. Assessed fines shall be billed to the Owner by U.S. Mail, and are legally collectable as Assessments in accordance with the Association Documents and Colorado law. The fines are the personal obligation of the violating Owner and, in addition, constitute a lien against such Owner's property. Furthermore, the violating Owner is responsible for all costs and reasonable attorney fees incurred by the Association as a result of the violation.

4.8 Repeat Violations. A "repeat violation" is a violation committed by an Owner which is the same as the original violation committed by that Owner, and which occurs within twelve months after the original violation. A repeat violation is considered a continuation of the original violation, and thus an Owner committing a repeat violation is not entitled to the same hearing procedures set forth above. However the Association

shall provide Notice of the repeat violation to the Owner in accordance with Section 4.2 above. If the repeat violation has not been corrected within the time period specified in the Notice for correction of the violation, then the fine (which will be determined by the Board and may be up to double the amount of the fine assessed for the original violation) will commence upon the expiration of the correction time period, notwithstanding any other provisions of this Fine Policy to the contrary. An Owner committing a repeat violation shall have no right to a hearing on such repeat violation before the Board.

4.9 Fines Not Exclusive Remedy. Fines levied under this Policy are not the Association's exclusive remedy for addressing a violation. Nothing in this Fine Policy precludes the Association from pursuing any other remedy provided under the Association Documents or under Colorado law for correcting the violation.

5. Variations. The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

6. Amendment. This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April 2021.

Greenstone Community Association, a Colorado nonprofit corporation

By: Alan Lee, President

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED PROCEDURES FOR THE ADOPTION AND
AMENDMENT OF POLICIES, PROCEDURES AND RULES**

Effective: 21 April, 2021

1. Introduction.

The Board of Directors ("Board") of Greenstone Community Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Procedures effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. These Procedures supersede any previously adopted Policy on the same subject matter.

2. Purpose of Procedures.

The purpose of these Procedures is to clarify that the Association's power to adopt and amend policies, procedures, rules and regulations (collectively, the "Policies") rests with the Board, while also providing that Owners will receive notice and the opportunity to comment on such Policies before they are adopted or amended.

3. Power to Adopt or Amend.

The Board shall have the sole power to adopt and amend the Policies of the Association.

4. Notice to Owners.

Except as otherwise required by the Association Documents, prior to the adoption or amendment of Policies, the Board shall provide notice of the proposed adoption or amendment to all Owners. Notice shall be provided by mailing the proposed Policies to each Owner at least seven days prior to the meeting at which the Board intends to adopt or amend the Policies. Owners may provide written comments or attend the meeting and provide comments prior to the Board's vote. The Board may consider Owner comments but is not bound to act on those comments. The Board shall have the discretion and final authority to adopt or amend all Policies in accordance with the Association Documents and Colorado law. A copy of all Policies adopted or amended by the Board shall be mailed to all Owners.

5. Variations.

The Board may from time to time vary from the requirements set forth in these Procedures if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

6. **Amendment.**

These Procedures may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Procedures for the Adoption and Amendment of Policies, Procedures and Rules was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April 2021.

Greenstone Community Association, a Colorado nonprofit corporation

By: Ally Green, President

**GREENSTONE COMMUNITY ASSOCIATION
AMENDED AND RESTATED POLICY AND PROCEDURES FOR ADDRESSING
DISPUTES WITH OWNERS**

Effective: 21 April, 2021

1. Introduction.

The Board of Directors ("Board") of Greenstone Community Association, a Colorado nonprofit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. ("Declaration") (such documents being collectively referred to as the "Association Documents"), and the Colorado Common Interest Ownership Act, as amended ("CCIOA"), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes. The purposes of this Policy are to:

2.1 Set forth procedures to promote amicable resolution of disputes; and

2.2 Provide an optional framework for addressing disputes between the Association and Owners, but to protect the Association and other Owners from delay or an adverse effect on their rights by allowing proceedings to collect past due assessments, to remedy violations of Association Documents or any matter that may require an injunction, restraining order or protection order to proceed on a parallel track independent of the optional dispute resolution framework described in this Policy.

3. Types of Disputes.

3.1 Matters involving past due assessments are not ordinarily considered disputes subject to this Policy. Rather, these are considered collection matters to be handled in accordance with the Policy for Collection of Unpaid Assessments. If any Owner claims that payment of assessments should be excused or offset by any alleged act or omission of the Association, such Owner's claim will be considered a dispute subject to the procedures in this Policy.

3.2 Enforcement actions regarding violations of the Association Documents, including proceedings seeking compliance by way of injunctive relief and/or proceedings to impose fines, shall be handled in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). If any Owner claims that any enforcement action should be abated because of any act or omission by the Association, such claim of abatement shall be considered a dispute subject to the procedures of this Policy.

3.3 All other disputes arising between the Association and any Owner shall be addressed as set forth in this Policy.

3.4 The types of disputes described above which are subject to this Policy are collectively referred to as “Disputes.”

4. Notice of Dispute.

In the event of a Dispute between the Association and any Owner, either the Association or an Owner may provide written notice (“Notice”) of the Dispute by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Notice shall be considered effective three days following deposit in the mail. The Notice must contain specific information regarding the facts, circumstances and concerns giving rise to the Dispute.

5. Resolution or Mediation of Dispute.

5.1 Request for Mediation. Within thirty (30) days of receipt of the Notice, the Association and Owner shall make good faith efforts to discuss and resolve the Dispute amicably. If the parties are unable to reach an amicable resolution of the Dispute, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation (“Request”) must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the Dispute within 30 days after the effective date of the Request, or such longer time as the parties may agree upon in writing. The parties shall make reasonable efforts to use free or low cost mediation services to minimize expenses (i.e.: the Neighborhood Resources Office with the City of Fort Collins), if available. If the mediation does not occur within 30 days (or longer if so agreed in writing), or the parties are unable to settle the Dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.

5.2 Mediation Fees and Costs. Fees and costs associated with the mediation, if applicable, including payment of fees to the mediator, shall be paid as follows:

5.2.1 The requesting party shall pay the mediator in advance for the first two hours of mediation.

5.2.2 If the mediation lasts more than two hours, the mediator’s fees for time beyond the first two hours shall be divided equally between the Association and Owner(s) and paid at the conclusion of the mediation.

5.2.3 The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.

5.2.4 If an Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related

to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.

5.3 Continuation of Hearing and Imposition of Fines. A Notice or Request by an Owner based on a matter where the Owner is asserting a defense or excuse shall not suspend or stay any fine hearing or imposition of fines in accordance with the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines). Any fines imposed prior to or after a Notice or Request is provided shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the Dispute. Unless otherwise agreed by both parties, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.

5.4 Continuation of Legal Proceedings. A lawsuit for the collection of Assessments or enforcement of the Association Documents may be commenced prior to or after receiving a Notice or Request, and such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

6. Variances.

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

7. Amendment.

This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Greenstone Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Amended and Restated Policy and Procedures for Addressing Disputes with Owners was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April 2021.

Greenstone Community Association, a Colorado nonprofit corporation

By: , President



February 8, 2023

RE: HB24-1078 Regulation of Community Association Managers

Dear Members of the House Transportation, Housing & Local Government Committee:

I am testifying in support of HB24-1078, on behalf of the League of Women Voters of Colorado

The League of Women Voters of Colorado (LWVCO) has been a nonpartisan organization for 104 years, encourages informed and active participation in government, and influences public policy through education and advocacy. Our membership spans the state of Colorado with 19 local leagues operating in many regions around the state.

The LWVCO supports policies to provide a decent home and a suitable living environment for everyone. Our Justice, Equity, Diversity, and Inclusion (JEDI) values are served when local communities and their governmental authorities can adopt regulations that benefit and protect their communities.

The goal of this bill is to provide public safety for homeowners in communities managed by businesses that perform certain functions for home owners' associations, which the bill defines as Community Association Managers (CAMs).

The Department of Regulatory Agencies (DORA) licensed and regulated CAMs from 2013 until 2019. The former program underwent a sunset review in 2018 and was not renewed even though DORA recommended continuation based on its studies and surveys. The following year, the legislature passed House Bill 19-1212, which would have recreated the program for one year before it expired at the end of FY 2018-19. However, the Governor vetoed the bill and the regulatory program ended.

The process as outlined by HB24-1078 provides that applicants for licensure must pay a fee and comply with other requirements, including having adequate insurance coverage and having no past, adverse credentialing actions. A controlling manager and any employees performing community association management must submit to a fingerprint-based background check. These licenses are valid for up to two years, with the fee amount and expiration schedule established by Division of Real Estate ("DRE). DORA must also publish a list of licensed community association managers on its website, along with an assessment of disciplinary actions. DORA may create rules to enforce license requirements, conduct audits or investigations, and seek a court order to remedy violations. Violations are subject to penalties which may include a fine, censure, probation, or revocation of a license. A CAM who operates without a license commits a class 2 misdemeanor.

The licensure program will be repealed September 1, 2029, following a sunset review by DORA.

From the bill's Fiscal Note - Comparable Crime Analysis

"Prior conviction data and assumptions. This bill creates the new offense of practicing as a CAM without a license, a class 2 misdemeanor. To form an estimate on the prevalence of this new crime, the fiscal note analyzed the existing offense of practicing as an appraisal management company without a license as a comparable crime. From FY 2020-21 to FY 2022-23, zero offenders have been sentenced and convicted for this existing offense; therefore, the fiscal note assumes that there will be minimal or no additional case filings or convictions for the new offense under the bill. Because the bill is not expected to have a tangible

impact on criminal justice-related expenditures or revenue at the state or local levels, these potential impacts are not discussed further in this fiscal note.”

We urge the committee members to vote YES on HB24-1078. Thank you for your consideration of this important bill.

Respectfully,
Kate van Houten, Volunteer Lobbyist - Housing
League of Women Voters of Colorado
1410 Grant Street, Suite B-204
Denver, CO 80203
303-863-0437

GREENSTONE COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES

Effective: April 21st 1, 2021

These guidelines are intended to supplement and to be utilized in conjunction with the Declaration of Protective Covenants and Restrictions for Greenstone (“Declaration”) which have heretofore been recorded in the real estate records of Larimer County, Colorado. It is incumbent upon the reader to review the Declaration.

ARCHITECTURAL REVIEW PROCESS

These standards and guidelines for Greenstone have been approved by the Board of Directors of the Greenstone Community Association, and the Architectural Review Board (the “ARB”) appointed by the Board of Directors in accordance with the Declaration and are hereby made part of the covenants and conditions for Greenstone.

All construction that is undertaken at Greenstone, whether new buildings, site construction, changes to existing facilities, or landscaping shall be subject to review and approval of the ARB under these guidelines.

PROCEDURE

After preparing detailed plans (see Submittal Requirements), the owner or his representative shall submit one (1) copy of the Site Plans, Building Plans and Landscape Plans to the ARB, together with the fee, if any, prescribed by the ARB. You should keep one copy for yourself. The approved copy will stay with the association records.

The ARB will review the plans and will provide a written response within thirty (30) days after the submittal. Should the plans be approved, the owner/builder may apply for the appropriate building permit(s), and when a permit is issued by the appropriate agency, may begin construction. If major compliance problems exist, the owner will be asked to resubmit plans following revisions.

GENERAL. The following is an alphabetical list of a wide variety of specific types of improvements which homeowners typically consider installing, with pertinent information to each, or procedures that must be followed to complete the construction process. Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the Architectural Review Board for Greenstone P.U.D. (the A.R.B.), and written approval of the A.R.B. obtained before the improvements are made. In some cases, where specifically stated, a type of improvement is prohibited. If you are considering an improvement not listed below, A.R.B. approval is required.

1. **ADDITIONS AND EXPANSIONS.** A.R.B. approval is required. Addition’s expansions, or modification to structures, including homes (Single Family Dwellings),

attachments and outbuildings, will require submission of detailed plans and specifications.

2. ADVERTISING. See Signs.
3. AIR CONDITIONING EQUIPMENT. Only central air conditioning is permitted. Air conditioning equipment installed in the front yard, side yard or rear yard shall be fully screened from view from the street and adjacent property owners at ground level, by means of adequate landscaping features such as shrubs, trees, boulders, or approved fencing, and should be installed in such a way that any noise to adjacent properties is minimized. Installation of air conditioning equipment on the roof of the house, in a window of the house or through the wall of a house is not permitted.
4. ANTENNAE. Requires Approval: No exterior radio antennae, television antennae or other antennae may be erected. Microwave and/or satellite television dishes are permitted if they are screened from view by architectural features or landscaping approved by the A.R.B. for this purpose.
5. ARB MEMBERSHIP. The HOA Board shall select the members of the ARB, in accordance with section 5.1 of the Covenants. The 3 professional members, as defined in Section 5.1 of the Covenants, will be asked to serve staggered 3-year terms. The HOA Board will confirm the non-professional members on an annual basis, allowing for a staggered term.
6. AWNINGS. See Overhangs.
7. BALCONIES. See Decks and Patios.
8. BARNS See Horse Stables
9. BASKETBALL BACKBOARDS. A.R.B. approval is required for placement and design of portable and fixed backboards. No backboards shall be attached to the house or garage such that the backboard directly faces the street. Backboards attached to a home or garage may be of clear Plexiglas with black metal frame or may be painted to blend in with the colors of the structure. Freestanding permanent or portable, backboards shall be constructed of black metal and clear Plexiglas. Landscape structures or plantings are to be used to reduce the visible impact of the backboard and structure.
10. BIRDBATHS. See Statues.
11. BIRDHOUSES AND BIRDFEEDERS. A.R.B. approval is not required if limited to 1 foot by 2 feet and if no more than two in number are installed on any lot. A birdhouse or birdfeeder may not be attached to a perimeter fence defining a property boundary.
12. BOATS. See Motor Homes.
13. BUILDING PLANS.
 - (1) General - the review and plan submittal procedures have been written to accommodate the most complex conditions that may exist in the variety of development activities that may occur in Greenstone P.U.D.
 - (2) Submittal Fee - a fee payable to Greenstone Homeowners Association must be

received prior to review of the preliminary drawings by the A.R.B. The fee is:

- \$150.00 for each separate new construction project of a house or accessory building (barn, garage, or similar). Additions to existing homes or accessory building have the same plan and fee requirements for a new construction.
 - Projects which change the exterior of the home require a \$75 review fee. Examples of exterior changes include:
 - Change in color or type of material for siding or roofing.
 - Adding or eliminating masonry.
 - Change of paint or roof color.
 - Change in architecture or style.
 - A waiver of the \$75.00 fee may be requested based on the total cost of the project, or it's timing with respect to another project where a fee has already been paid, or minimal review requirement, or other grounds. Approval of the waiver is at the discretion of the A.R.B.
- (3) Architects - all schematic drawings and construction drawings shall be prepared by an architect licensed in the State of Colorado. The A.R.B. reserves the right to waive this requirement based on the background and experience of the applicant or his agents and if the submittal is complete and adequate.
- (4) Schematic Drawings Submittal - the submittal of schematic drawings is optional. It is the A.R.B.'s opinion that such a submittal will save the applicant time and expense plus unnecessary revisions of working drawings.
- (5) Construction Drawings Submittal - all construction drawings should be approved by the A.R.B. prior to submittal to the City of Fort Collins for a building permit and prior to any construction. A total of two sets of construction drawings is required to be submitted to the A.R.B. Scale for the drawings should be either 1/8" - 1' or 1/4" - 1'. Each set should consist of the following:
- * Roof Plan showing pitch, valleys, hips, materials, and overhangs.
 - * Floor Plan, showing main structures, accessory structures, including balconies, decks, and square footage of each floor within the main building and square footage of each accessory.
 - * All Exterior Elevations, showing materials, dimensions, final and original grade line, and finished floor elevations clearly indicated.
 - * Sections including finished grade, finish floor and maximum roof height.
 - * Finishes shall identify product brand and color on a 11 x 11 sample board with identifying names/numbers. This submittal must be presented for review by the A.R.B. prior to beginning construction and may be made concurrent with the submittal of working drawings.
- (6) Site and Grading Plans are to be submitted with the Construction Drawings, should be at a scale of not less than 1" = 20' and should include the following:
- * Legal description, north arrow name, address and telephone number of owner
 - * Property lines
 - * Building envelope dimensions with the location of the envelope established in relations to property lines.
 - * Front, rear and side yard dimensions to buildings from property lines.

- * Drives, parking areas and walkways.
- * Square footage of the building footprint for each building
- * Topography of site at 2' maximum intervals showing existing contours and drainage courses, and proposed changes to contours and drainage courses and cut/fill areas.
- * Location and method of trash containment to be provided by the builder and used during construction to contain for removal all building site trash. Debris fences around the perimeter of the lot will be required.
- * Location and elevation of access road and off-street parking lot design, if any, including ingress and egress points
- * Location, elevations, and square footage of other improvements such as tennis and basketball courts, swimming pools and patios
- * Reference to adjoining properties, streets, utility and other easements, drainage courses; arrows and references to buildings on adjoining properties and their uses.
- * Top of the foundation elevation as it relates to sewer invert elevation.

(7) Landscaping Plans - an additional fee of \$50 must be paid to the Greenstone Homeowners Association prior to submission of the initial Landscaping plans. Landscaping plans may be submitted with the Construction Drawings or upon completion of construction of the home or accessory building but must be prior to commencement of landscaping. Subsequent landscaping improvements or re-landscaping projects impacting fences, decks, sod, seeded areas, retaining walls, rock and mulch areas, walk-ways, water features, garden areas, drainage, or grading, must be approved by the A.R.B., but will not require an additional fee.

Two (2) sets of landscape plans are to be submitted for review and must show:

- Be drawn to scale must show entire lot and location of all driveways and sidewalks.
- Equestrian lots must include an irrigation diagram which identifies areas to be irrigated with water from the HOA water taps.
- Trees & Shrubs: show location and specify type.
 - Additionally, must identify 2-inch caliper trees in front yard to meet minimum requirement.
- Perennial and annual beds must be shown and identified.
- Specify color and type of mulch, rock, or other materials in all planting areas.
- Specify border material.
- Retaining walls: Must specify material and location. For walls over 2 feet in height must specify method of construction.
- Patios and walks: Show location and specify material and color.
- Fences: Show location of fences and gates. Specify color, size and type of material (e.g., treated wood 4x4 post, 2x6 rails) and scale drawing of construction. Pictures from manufacturer may replace drawings if acceptable to A.R.B.
- Water Features or Pools: Show location, specify materials, and include drawings or pictures which represent the final product. Additionally, show location of pumps, filters, or other associated equipment.

- Play Structures: Show location, specify materials and color. Scale drawing of picture from the manufacturer representing the unit to be built or installed.
- Permanent Grill or Fireplaces: Show location, specify materials and colors, and include scale drawings. Pictures with dimensions may replace drawings if acceptable to A.R.B.
- Drainage plan is required if the grade of the lot is to be altered.
- Lighting: Low voltage lights to be shown on plan with description. Light post/poles must be shown on the plan along with picture and specification for the post/pole and the requested bulb type and wattage.
- Compost Piles/Bins: Show location compost pile or bin. For compost bin submit picture and specification from the manufacture or scale drawing of structure to be built.

(8) Review and A.R.B. Action:

- * The decision of the A.R.B shall be made within thirty (30) days after receipt by the A.R.B. of the materials required by the A.R.B. The decision shall be in writing and, if the decision is not to approve a proposed improvement to property, the reason therefore shall be stated. The decision of the A.R.B. shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the A.R.B.
- * Any request for approval of a proposed improvement to property shall be deemed approved as proposed unless disapproval or a request for additional information or materials is transmitted to the applicant by the Architectural Review Board within thirty (30) days after the date of receipt by the Architectural Review Board of all required materials.
- * The A.R.B. may conditionally approve the Construction Drawings in which case the Applicant must revise the plan to comply with the stated conditions and file the drawings with the A.R.B. Coordinator and receive written approval prior to beginning development.
- * The A.R.B. may disapprove the Construction Drawings in which case the applicant will be required to resubmit new plans as requested by the A.R.B.
- * Upon A.R.B. approval, the applicant may proceed with development. Once construction of any structure is commenced on any Lot, such structure must be diligently continued and completed in accordance with the plans and specifications approved by the A.R.B., within six months of commencement, or such longer time as the A.R.B. has reasonably consented to, in light of the nature of the project or other factors. Commencement of construction shall be deemed to commence with the first substantial construction activity (including earth work)
- * Upon commencement of construction, the A.R.B. will schedule with the Applicant, inspections of the progress and conformance to the approved plans, providing that the inspection period will terminate thirty (30) days after the A.R.B receives the written "Notice of Completion" as per Section 5.10 of the Covenants.
- * If as a result of inspections or otherwise, the A.R.B. finds that any improvement to property has been done without obtaining the approval of the A.R.B. or was not done in substantial compliance with the description and materials furnished

by the Applicant to the A.R.B. or was not completed within one year after the date of approval by the A.R.B., the A.R.B. shall notify the applicant in writing of the noncompliance which notice shall be given, in any event, within thirty (30) days after the A.R.B. receives a notice of completion from the applicant. The notice shall specify the particulars of the noncompliance and shall require the applicant to take such action as may be necessary to remedy the noncompliance.

14. CAMPERS. See Vehicles.
15. CARPORT. Not allowed.
16. CLOTHES LINES AND HANGERS. Allowed only if located in back yards and obstructed from view from the street and ground level of neighbors. A.R.B. approval is required for location and any landscaping or fencing additions required to screen the view of neighbors.
17. COLORS. All colors and color combinations must be approved by the A.R.B. Repainting when existing color is changed shall require approval by the A.R.B. All projections including, but not limited to chimney ties, vents, gutters, down spouts, utility boxes, porches, railings, and exterior stairways, shall closely match the permanent color of the surface from which they project or shall be of an approved trim color. Duplicate color schemes shall not be allowed on adjacent lots, or lots across the street from each other.
18. CORRALS. See Horse Stables.
19. DECKS. A.R.B. approval is required. Must be wood or other material similar to the material of the residence and must be treated or painted a similar or complementary color to the residence. Must be installed as an integral part of the residence and patio area. Must be located so as not to be detrimental to the appearance of the surrounding areas and be in harmony with the surrounding areas of the development area, including adjacent property owners.
20. DOG HOUSES. A.R.B. approval is required. Dog houses shall be located in the side or rear yard and shall be fully screened from ground level view at the street and from the ground level view of adjacent homeowners. For homes on corner lots, the doghouse shall not be located on the side adjacent to the street.
21. DRAINAGE. A.R.B. approval is required for any change affecting drainage. Drainage plans for all houses and lots must be submitted and approved prior to any construction. There can be no interference with the established drainage pattern over any property except as approved in writing by the A.R.B. When landscaping is installed, it is very important to ensure that water drains away from the foundation and driveways of the house and that the flow patterns prevent water from flowing under or ponding near or against the house foundation, walkways, sidewalks, and driveways. Water should flow over walkways, sidewalks, or driveways into the street. The A.R.B. may require a report from a drainage engineer as part of landscaping or improvement plan approval.
22. DRIVEWAYS. There shall be no extension or expansion of driveways without prior A.R.B. approval. All driveways and private lanes shall be constructed entirely of black asphalt, natural tone concrete surface, brick stamped concrete, brick, or pavers from the entrance of the garage doors to the property line, with the remainder of the driveway

constructed as per City of Fort Collins requirements, extended, and connected to the existing asphalt street. Each driveway will have its own direct access to the road. Driveways are limited to a maximum width of 18 feet at the street intersection and shall be constructed to specifications which consider vehicle loads such as trash trucks and moving vans. Circular driveways are encouraged. Appropriate measures must be taken to contain edges and control washout.

23. ELEVATION TREATMENTS. Architectural design shall incorporate a consistent level of architectural interest in all elevations. The use of a walkout or garden basement, architectural features such as cantilever, window projections, roof elements, decks, etc. shall be used to add contrast to elevation plans.

24. ENTRANCES (FRONT). Astro turf is not permitted on walks, front steps, or decks.

25. EVAPORATIVE COOLERS. Not allowed; see Air Conditioning Equipment.

26. EXTERIOR LIGHTING. See Lights and Lighting.

27. FENCES. A.R.B. approval is needed prior to construction of any fencing.

(1) Perimeter fencing shall be limited to: (Greenstone neighbor, volume 1, number 3, August 1998)

Wrought Iron

- Black wrought iron
- Black wrought iron with brick, stucco, or stone posts
- Wrought iron perimeter fencing shall not exceed a height of 5 ft.

Open wood

- 2 or 3 rail rough cedar split rail
- 2 or 3 rail treated log (round with round posts)
- 2 or 3 rails treated, or stained earth toned cedar or other wood (2x6 rails with 4x4 or 6x6 posts)
- Open wood rail type perimeter fences may not exceed a height of 4 ft.
- Wood fence may be unpainted or stained green, cedar, redwood or similar.

“Mesh” type material will be allowed on the inside of perimeter open wood fencing.

Others

- Requests for use of all other types of fencing are to be submitted to the A.R.B. for review. Specifications, diagrams, and samples of materials and colors must be submitted.

(2) Privacy fencing must be within 30' of the house but may not extend into any lot line setbacks and may not exceed 6' in height. Materials can be either cedar (stained or painted to match the exterior of the house) or of the same material and color as the house.

28. FIREPLACES. Gas fireplaces must either be housed within the contours of the exterior wall, or, if protruding to the outside, they must be housed and vented in chase/chimney-like structure to the roof and finished with a decorative top in keeping with the architecture of the home.

29. FLAGPOLES.

1. Types of Flags: The Owners of a Lot in the Subdivision may display the following types of 3'x5' or smaller flags on a flagpole, on a flagstaff attached to a house or in

the windows of a house on a Lot without prior approval from the Association's Architectural Review Board:

- a. American or other country or nationality group
 - b. State or other governmental subdivision
 - c. School or sports team
 - d. American military service
 - e. Seasonal or inspirational
 - f. Religious
2. Etiquette: The American flag shall be displayed in accordance with the Federal Flag Code (P.L. 94-344; 90 Stat. 810; United States Code Sections 4 through 10)
 3. Lights: The use of lights to illuminate flags is only permitted following ARB review. Illumination shall be a maximum of 75-watt light, ground mounted and shining upward.
 4. Flagpoles, Flagstaffs and Flags:
 - a. Flag poles require prior approval of the Greenstone Architecture Review Board prior to installation.
 - b. Flag poles shall be set back at least fifteen (15) feet from the front, side, or rear property line of the Lot.
 - c. Flag poles, flag staffs and the flags displayed on them must be positioned such that they (1) do not impair visibility of traffic from any Lot or create a safety or traffic hazard for neighboring Lot Owners, (2) do not impair the view of other Lot Owners.
 - d. Flagpoles, flag staffs or flags shall not be placed on the roof of any house. No freestanding flagpole shall exceed 15 ft in height. No flag shall exceed 3 ft x 5 ft in area.
 - e. Flagstaffs, not to exceed 8 ft in length, may be attached to a house or building on the lot, without approval. Flagstaffs attached to other than a house or building require ARB review.
 - f. No more than two (2) flags total may be displayed on a Lot at any one time.
 - g. No more than two (2) flagstaffs may be attached to any house on a Lot.
 - h. No more than one (1) flagpole may be erected on a Lot.
 5. Noise: The Lot Owner is responsible for assuring that pulleys, chains, ropes or other materials or components of the flagpole, flagstaff or flag do not clang, bang, or create noise (other than the flapping of the flag itself) under breezy or windy conditions. For this reason, it is recommended that fiberglass or wood poles and flagstaffs be used, and that rope instead of chain be used to raise and lower flag poles.
 6. Definitions: Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
 7. 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 Project.

8. 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.
9. Amendment: This policy may be amended from time to time by the Board of Directors.
30. FOUNDATIONS. No more than 12 inches of exposed concrete may be visible on any elevation.
31. GARAGES/OUTBUILDINGS.
 - (1) Attached garages. There shall be a minimum of two and a maximum of four car spaces in a garage that is attached and fully enclosed. Minimum dimensions for each space are 9 feet by 19 feet. Visual impact of garage doors shall be minimized by such measures as siting of the building, protective overhangs or projections, special door facing materials, landscaping, or door design which blends with or enhances the overall architectural statement. **SIDE-ENTRANCE GARAGES ARE ENCOURAGED**. Garage doors must be kept closed when not in use.
 - (2) Garage / Outbuildings. On lots where outbuildings are allowed by the covenants and by these guidelines the following restrictions shall apply:
 - a) Only one Stable/Garage/Outbuilding will be allowed per lot.
 - b) The maximum size of any garage/outbuilding (not a stable or barn, which is governed in item 37) is 2000 sq. ft. measured to the outside face of the frame wall.
 - c) The maximum size of vehicle doors on any garage/outbuilding is 12 foot in height and 20 foot of total width.
 - d) Materials used for the exterior of the garage/outbuilding must be the same as those used for the exterior of the residence. Style and design must be in keeping with the residence.
32. GARAGE WINDOWS. It is recommended that all garage windows facing the street have a window treatment, shading or covering so that the interior of the garage is not visible from the street.
33. GARDENS. All gardens of any type must be approved by the A.R.B.
34. GARBAGE COLLECTION AND CONTAINERS. Only one trash removal company, which shall be designated by the Greenstone Homeowners Association, will be permitted to pick up trash in the subdivision. All homeowners must use uniform containers designated by said company and place these containers outside only on the day of pick up. All containers must be moved inside the same day after pick up. This procedure limits garbage trucks to one day a week, provides for uniform containers and permits discount pricing.
35. GREENHOUSES. Must be approved by the A.R.B. Only allowed if attached as part of the house, garage, or barn, or on lots where outbuildings are permitted. Must have the appearance and location so as not to be detrimental to the appearance of the surrounding areas and be in harmony with the surrounding areas of the development area, including adjacent property owners. Shall have sufficient landscaping and

architectural features, elevation, and harmonious appeal to enhance the aesthetics of the property.

36. HEIGHT. Height will be reviewed per each individual set of plans submitted.

37. HORSE STABLES. All barns, corrals, fences, runs, stables, or any other improvements designed for the keeping of horses or related equipment or material must be approved by the A.R.B. General rules are as follows:

- (1) No more than one structure for the housing of horses will be allowed.
- (2) On lots where one horse will be kept, a stable of a minimum of 400 square feet must be erected; on lots where two horses will be kept, a stable of at least 600 square feet must be erected. No structure for the housing of horses may exceed 1000 square feet.
- (3) Materials used for the exterior of the stable must be the same as those used for the exterior of the residence. Style and design must be in keeping with the residence.
- (4) All equipment, fodder, bedding, or replacement fencing material must be stored inside the structure. There will be no outside storage of any kind.
- (5) Metal stock panels of the dark green color currently available will be approved for fencing of stable runs. All paddock or corral fencing will be same as the perimeter fencing. (See Fencing.)
- (6) Landscaping of the-stable area is encouraged and shall not allow weeds or dust to infringe on adjacent properties.
- (7) Manure disposal is to be arranged by the homeowner.

38. HOT TUBS. A.R.B. approval is required. Must be an integral part of the deck or patio area and of the rear or side yard landscaping. Must be installed in such a way that adjacent property owners, at ground level, would only have a highly obstructed view, if any view at all of the tub, and not be able to hear the pump or other equipment noise from within the adjacent property dwelling. Top of the tub shall not extend above fence level.

39. JUNK VEHICLES. See Vehicles.

40. LANDSCAPING.

- (1) As soon as weather permits, but in no event later than ONE YEAR after occupancy of a home, all front, side and rear yards shall be landscaped for at least a 40' distance around the home, and 50% or more of the landscaped area must be seeded or sodded.
- (2) In general, most lots will be sodded and/or seeded with a Blue Grass mixture. Some larger lots, on a case-by-case basis, will be allowed to use a native seed mix, provided that not more than 40% of the lot square footage has a native seed application. Native seed shall not be planted next to sodded areas on adjacent properties. Exceptions to the native seed rule may be made on a case-by-case basis on the equestrian lots and the lots along Stanton Creek. Areas with pasture grass

must be maintained to ensure the grass remains green and healthy.

- (3) All front yards shall be irrigated by a buried sprinkler system.
 - (4) All front yards shall have a minimum of 4 trees of at least 2" in caliper. Variances require A.R.B. approval.
 - (5) Lots that adjoin open spaces or greenbelts shall provide for a transition between the natural landscape that exists in the open space or greenbelt area and the improved landscaped area of the homeowner.
 - (6) Undeveloped lots, lots with homes under construction and lots in the first year of occupancy must be maintained and mowed such that weeds do not exceed 6 inches in height.
 - (7) Compost piles/bins are allowed as part of the landscape but require review by the A.R.B of size, location, and materials. Note that compost piles are to be maintained by the homeowner and piles of debris or trash are not allowed at any time. Compost piles/bins are not to exceed 3 feet in height and structures are to be of black plastic or wood with a natural finish and shall not be located along property boundaries shared by neighboring lot.
41. LATTICEWORK A.R.B. approval is required for sizes over 3' tall and 2' wide. Must be of material and color consistent with and in harmony with adjacent structures. Shall not be allowed along perimeter fencing or as substitute for fencing.
 42. LIGHTS AND LIGHTING. Shall be of a residential style consistent with and enhancing the architectural style of the buildings or landscaping, with illumination patterns which do not impose into neighboring properties where obstructions or other mitigation become necessary to counteract.
 43. OUT-BUILDINGS. Not allowed except on lots greater than or equal to 1 acre. All storage sheds must be a part of the house, garage, barn, or other purposed out-building (i.e., a workshop) and require A.R.B. approval.
 44. OVERHANGS (CLOTH OR CANVAS). A.R.B. approval is required. The color must be the same as or an approved complementary color to the exterior of the residence. The covering may be used over the patio only. No aluminum or fiberglass awnings are allowed.
 45. PADDOCKS. See Horse Stables.
 46. PAINTING. All houses shall be kept well painted in the color approved with original plans or, if changed, as approved by the A.R.B. Changes in paint colors require A.R.B. approval.
 47. PATIO COVERS. A.R.B. approval is required. Must be constructed of wood or material approved as complementary to the home and be similar or complementary in color to the colors of the house.
 48. PATIOS (ENCLOSED). See Additions and Expansions.
 49. PATIOS (OPEN). A.R.B. approval is required. Patios must be an integral part of the

landscape plan and must be located to minimize noise from the patio to adjacent property owners. Must be similar to and generally accepted as a complementary color and design of the residence. Must be located so as not to block any existing drainage pattern on the lot.

50. PAVING. A.R.B. approval is required, regardless of whether for walks, driveways, porches, patio areas or other purposes and regardless of whether concrete, asphalt, brick, flagstones, steppingstones, pre-cast patterned, or exposed aggregate concrete pavers are used as the paving material. Must be located so as not to block any existing drainage pattern on the lot.
51. PLAY AND SPORTS EQUIPMENT A.R.B. approval is required for any play or sport equipment that will remain in place and be visible when not in use. General guidelines are that they should be of earth tone colors and natural materials and not be immediately or obviously visible from the curb or from ground level of neighboring properties. They should be incorporated into and at least be partially screened by landscaping features.
52. PLAYHOUSES. A.R.B. approval is required. General guidelines are that they are to be less than 8 feet in height at the peak, and less than 120 square feet of interior floor space. Basic design, materials and colors must match the residence, and they are to be incorporated into and at least partially screened by landscaping features.
53. POLES. See Flagpoles, Basketball Backboards, etc.
54. POOLS. A.R.B. approval is required for any pool that will remain in place and visible when not in use. Only in ground pools will be allowed after plans are approved by the A.R.B. Temporary pools are generally not allowed unless they are completely screened by landscaping features and not visible from the ground level of adjacent properties or the curb.
55. RADIO ANTENNAE. Not allowed. See Antennae.
56. ROOFS. The roof pitch shall be consistent with the architectural style of the proposed building. Roof materials shall be a high profile, designer series, asphalt, slate, cedar shakes, "Wood Roof", or ceramic tile. Colors are to be approved by the A.R.B. NOTE: flat roofs will be allowed if blocked by a parapet, and if E.P.D.M. is used.
57. ROOFTOP EQUIPMENT. Not allowed.
58. SATELLITE DISHES. Microwave and/or satellite television dishes are permitted as long as they are screened from view with a privacy wall or fence approved by the A.R.B. See Antennae.
59. SAUNA. See Additions and Expansions.
60. SEASONAL DECORATIONS. Permitted with the following qualifications and conditions.
 - (1) Holiday decorations shall not be displayed more 1 month prior to and must be removed within 3 weeks following the holiday date.
 - (2) No roof figures, animated figures or audible music shall be allowed.

(3) No decoration shall be displayed in such manner as to be offensive to the neighborhood or create a public nuisance.

(4) Up to 3 lawn figures, appropriate to a recognized holiday, and subject to restrictions above are allowed.

61. SETBACKS. All lots shall generally have minimum front and rear yard setbacks of 40 feet, except that Lots 26, 27, 29, 30, 47 and 58 shall have front setbacks of 25 feet. Side yards setbacks will be a minimum of 10 feet on both side yards. except that for corner lots, the side yard facing a street shall have a setback of 20 feet.

62. SIDING. A.R.B. approval is required for all exterior finish materials. Exterior siding may be of cedar or redwood, brick, stone, wood shingle, architectural concrete or synthetic stone. Hardboard and compressed material siding products may be allowed. Masonry veneers shall be consistent on all elevations; stone and brick shall not be used on the exterior of the same building. Metal, aluminum or vinyl soffit or fascia will be allowed.

63. SIGNS A.R.B. approval is required for all signs except:

The association does not allow signs of any kind to be placed on Common Areas that belong to the association or easements maintained by the Association without the express written permission of the association. The association is not responsible for the cost of signs removed from the common area.

No sign of any character shall be displayed or placed upon any lot, with the following exceptions: (a) one (1) sign per lot of not more than six (6) square feet in total area advertising a lot for sale or for rent (b) temporary, unlighted political signs of less than eight (8) square feet, displayed no more than forty-five (45) days prior to an election or seven (7) days after.

64. SOLAR ENERGY DEVICES. A.R.B. approval is required for all passive and active solar systems. They must be designed to appear as if they are an integral part of the roof. No exterior plumbing may be visible.

65. SPAS. See Hot Tubs.

66. SQUARE FOOTAGE. Minimum square footages are:

- (1) One Story- 1,800 square feet finished on main floor.
- (2) Two Story- 2,000 square feet finished on two main floors.
- (3) Three + Levels- 1,800 square feet finished on two main floors.
- (4) Two Levels- 1,800 square feet finished on main floor.

Square footages are computed on the exterior dimensions of the living space, excluding

any areas contained in garages, basements, or covered porches.

- 67. STATUES. A.R. B. review is required. Statues shall not exceed 5 feet in height.
- 68. SWAMP COOLERS. Not allowed.
- 69. SWING SETS. See Play and Sports Equipment.
- 70. TELEVISION ANTENNAE. See Antennae.
- 71. TEMPORARY STRUCTURES. Not allowed.
- 72. TEMPORARY VEHICLES. No cars which are being repaired, restored, or otherwise being worked on may be kept on any lot unless in the garage.
- 73. TRAILERS. See Vehicles.
- 74. TREES. See Landscaping.
- 75. VEHICLES. Recreation Vehicles (to include trailers, motor homes, camper units, boats or similar) are prohibited from overnight parking outside of a garage.
- 76. VENTS. All exhaust vents including but not limited to dryer, cook-tops or range hoods, gas fireplaces and plumbing vents must be screened from sight.
- 77. WALLS (RETAINING). A.R.B. approval is required. Must specify material, color, exposed height, length, placement on lot and relation to other structures and landscape features, elevation of surrounding areas on either side, and a drainage plan. Must be of materials and design that complement and enhance the architecture of surrounding structures and landscape. Generally, landscape retaining walls should be less than 4 foot high and well landscaped.
- 78. WELLS. Not permitted.

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the GREENSTONE COMMUNITY ASSOCIATION (the "Association") certifies that the foregoing Policy for Architectural Review Guidelines was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April, 2021.

Dated this 21 April, 2021.

GREENSTONE COMMUNITY
ASSOCIATION
By: 
Secretary

GREENSTONE COMMUNITY ASSOCIATION

Miscellaneous Policies

Effective: April 21st, 2021

1. Introduction.

The Board of Directors (the “Board”) of GREENSTONE COMMUNITY ASSOCIATION a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for GREENSTONE COMMUNITY ASSOCIATION (a Common Interest Community) (the “Declaration”) (such documents being collectively being referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act (“CCIOA”), has enacted the following Policies effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

2. Policy Purposes.

The purpose of these Policies is to set forth rules and guidelines within the community to.

A. Empty Lot Maintenance

Empty lot maintenance includes:

1. Keeping lots free of trash and other debris.
2. Keeping lots free of any weeds or grass over 6 inches high, including but not limited to weeds around any utility box on the lot.
3. Keeping all weeds or grasses trimmed and edged so they do not grow onto or over any sidewalk adjacent to the lots.
4. Keeping all weeds between the street and sidewalk adjacent to the Owner's lot maintained as set forth above.
5. Spraying with weed-control to avoid further growth of weeds on the lot.
6. Not allowing any dumping of any materials, of any kind on any empty lot. Temporary materials for landscaping or construction require the approval of the ARB.
7. Keeping a consistent appearance throughout summer, with other empty lots and non-landscaped HOA common areas. To facilitate this, the Board of Greenstone Community Association will solicit a bid for the Average Cost to maintain each empty Lot during the summer from the current landscape vendor. This includes mowing, trimming, and spraying for weeds. Once the estimate is given by the landscape vendor, the board will pass through these charges to each individual lot

owner. The amount will be added to the owner ledger of each owner on January 1 each year along with the annual dues.

8. The HOA is consciously deciding NOT to allow each individual owner to make separate arrangements for maintaining their lot. The rest of the neighborhood would like to see these lots maintained in a consistent manner each summer.

B. Equestrian Lots

Each equestrian lot owner is responsible for all irrigation expenses for their lot, including the cost of water, maintenance, and services in conjunction with providing water through the common HOA water taps. This includes the cost of repairs to the HOA maintained meters as well as the readings of the meters during the summer months. Based on prior year usages and services, each equestrian lot owner will be pre-billed on January 1st for the estimated amount of water consumption and services for the summer. The HOA will continue to read the meters each month during the summer. A spreadsheet with the results of each meter reading throughout the summer will be updated on the website. You will be able to follow your average water usage throughout the summer and compare it with previous years. If the ledger is in arrears, the equestrian lot water from the common HOA water source will be shut-off to the lot until the ledger, including the pre-payment of projected water usages is paid in full.

C. Empty Lot and Equestrian Lot payment due date variance.

If you are being charged up front for equestrian lot water or maintenance of your empty lot, in addition to your annual dues, you will have an automatic variance from the standard due date for paying your invoice in full each year. Instead of March 1 being the deadline for payment without late fees or legal fees, you will have until April 1 to have your entire ledger paid in full to the association.

D. Pet Control.

In addition to any requirements in the Association Documents, each Owner is responsible for the following:

1. Using a leash to restrain and control pets when not on the Owner's property.
2. Immediately removing pet waste or excrement from all lots, sidewalks, common areas and easements maintained by the association. This includes horse droppings.

E. Trash .

The Board of Directors shall determine the vendor who shall be permitted to pick up trash in the neighborhood. The current vendor will be reviewed periodically by the

Board. All trash containers must be brought back from the curb the same day as pickup and stored out of sight from the street.

The current vendor for all Greenstone residents is Ram Waste Management with pickup on Monday mornings.

F. Common area damage.

Owners who cause damage to any common area for any reason (or their guests), are responsible for the cost to repair or replace damaged area back to its original condition. This condition will be determined by the Board of Directors.

G. Vehicle Traffic.

No vehicular traffic, motorized or non-motorized, is allowed on any Greenstone HOA common areas, landscaped areas, or grasslands without prior approval of the HOA Board. State of Colorado rules and regulations pertaining to use of vehicles on public streets apply to all roads in Greenstone.

H. Property Access: Fencing, gating, or other landscape features must not restrict sole pedestrian access to the house. Open and safe pedestrian access must be maintained for utility meter readers, process servers, law enforcement, fire department, delivery services, and others, so as to not infringe on or require trespassing across adjacent properties.

I. White 3-rail PVC Fencing: The signature Greenstone white 3-rail PVC fencing maintenance responsibility is divided between individual lot owners and the HOA, depending on the placement of the white 3-rail PVC fencing relative to HOA common area or private property. The sections of white 3-rail PVC fencing along Carpenter Road, in the HOA common areas, are the financial responsibility of the HOA as a whole and will be planned for in the HOA budget. The sections of white 3-rail PVC fencing along Greenstone Trail, on private property, are the financial responsibility of the individual lot owner. The Greenstone ARB governs the materials and requirements for this specific fencing, in accordance with maintaining the Greenstone signature aesthetics. It is up to the responsible party for a given section of fence to seek their own compensation from a 3rd party for intentional or accidental damages to their section of the fence. But ultimately, each section of fence has a responsible party, whether or not 3rd party compensation is sought or collected.

3. Enforcement.

If any Owner fails to follow the policies set forth above, the Association may seek any or all remedies under the Association Documents, Colorado law and the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) for the Association.

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the GREENSTONE COMMUNITY ASSOCIATION (the "Association") certifies that the foregoing Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on 21 April, 2021.

Dated this 21 April, 2021.

GREENSTONE COMMUNITY
ASSOCIATION

By:

Tim Dalk

Secretary

TO: Committee Hearing on HB 24-1078, Licensing of HOA Property Managers (CAMs)

TO: Colorado HOA Forum

To whom it may concern in the mediation, litigation process

Karl and Daniela King homeowners vs Greenstone HOA, Fort Collins, Colorado

Re: Violations, Facts, Damages and Evidence 11/06/2023 with additions prepared on 11/09/2023, 11/16/2023, 11/21/2023 01/19/2024, 01/21/2024, 01/22/2024, 01/24/2024.

From: Karl and Daniela King - Greenstone HOA Homeowners

1666 Streamside Dr
Fort Collins, CO. 80525
970-225-8026
Karl.dani@comcast.net

Parties involved

Greenstone Community Association (HOA) – Board of Directors

Dean Gebhardt – President dwgeb@aol.com

Terry Francl – Vice President terry56francl@gmail.com

Del Blehm – Treasurer longboats36@gmail.com

Karin Dahl – Secretary km_dahl@hotmail.com

Bill Ault – Board Member baault718@gmail.com

Allen Green: former President of Greenstone HOA who resigned from his position on January 2023. Alleng76@comcast.net

He resigned at the end of 2022 – **Conflict of interest** (Friend with our neighbor who refuses to maintain his landscaping).

Mr. William Short: **Current** Partner-Litigation with Altitude Community Law and **State Farm Insurance** Company retained attorney for Greenstone HOA ongoing dispute. File No.5502.0109
Phone: 303-991-2030 bshort@altitude.law

Erin LeVan: State Farm Insurance Company Agent for Greenstone HOA
Phone: 970-372-2919 erin.levan.eu07@statefarm.com

Mr. Peter J Dauster: **Former** Greenstone HOA attorney with Johnson Muffly & Dauster PC
Phone: 970-482-3038 pdauster@nocolawgroup.com

All Homeowners of Greenstone HOA have a legal right to be informed ASAP about the legal flaws and violations involving invalid CC&Rs and wrongdoings we have discovered. As of today, 01-19-2024 these matters have not been corrected. There is a potential that some other homeowners might have been affected by these violations of law.

Kellison Corporation: current Greenstone HOA management company represented by: Luke McFetridge luke@kellisoncorp.net
Connor DeHart connor@kellisoncorp.net
Carrie Lanning carrie@kellisoncorp.net
Phone: 970-236-1279, 970-494-0609 www.kellisoncorp.com

Faith Property Management: **former** Greenstone HOA management company
Managers: Mike Adams mike@FaithProperty.com
Jennifer Adams Jennifer@FaithProperty.com

Concerns regarding the “Reply Letter” received on October 26, 2023 – File No. 5502.0109” signed by **Mr. William H. Shorts** with Altitude Community Law P.C. the **State Farm retained attorney**, to address Claim No. 06-47N2-51P.

This is our Updated Follow-up Letter regarding our ongoing pursuit of addressing the above matters through effective communication, conflict resolution, transparency and with the ultimate goal of preventing additional litigation expenses that can financially affect every single Greenstone Homeowner.

The “Reply Letter” we received from Altitude Community Law P.C. on October 26, 2023 to address Claim No. 06-47N2-51P was clearly a sign to us of **trying to dismiss our case by ignoring the preponderance of the evidence we have provided for the last couple of years to all parties involved in this long-running dispute. In addition, please note that conducting “reasonable research” to assure that the client has provided all available responsive information and documents is required by law.**

Furthermore, the Greenstone HOA will have to ensure disclosures to all buyers of the possible financial obligation, which in turn might scare some of the buyers away.

Attached to this email and listed below are the whole seven (7) HOA governing documents (files) that we used so far as evidence in our communications with all the parties involved in this dispute, allowing for easy access and reference in this Mediation and/or Litigation Process.

- 1) Declaration of Covenants 12-08-1993
- 2) ByLaws 07-13-1993
- 3) Articles of Incorporation 04-19-1993
- 4) File called: "04-2021" – HOA Board Meeting Minutes 04-2021
- 5) Governing Policies 04-21-2021
- 6) Rules & Regulations 04-21-2021
- 7) Greenstone Community Association, Meeting and Enforcement Policies signed 08-09-2022

Again, upon request we can provide USB sticks to all interested parties including these files listed here, and any other previous emails, photos, PDF files and Word documents related to this dispute.

This is a very long document. Maybe the upfront conclusions will motivate people to read it all.

It appears that we are not the only ones who figured out the "designed" (knowingly and willfully done) HOA cover up violations process at the expense of homeowners. The HOA board of directors denied and covered up the violations we brought up to their attention in April 2022. We did not accept their decision and we did provide plenty of evidence. Then the two management companies Faith Property Management and Kellison Corp. came along with the same decision and a threat. We did not accept their decision; we did not get intimidated and again we provided plenty of evidence. Then the attorneys hired by the HOA and State Farm came along with the same decision and different threats; lien on our property, take us to court, pay for the legal expenses. We did not get intimidated. We did our homework, over 500 hours of research and we sought legal advice. As a matter of fact, recently we watched multiple videos from the HOA Task Force, and a lady was giving her testimony. It was about violations similar to the ones that we discovered: invalid, improper amended governing documents with added verbiage to facilitate a premeditated cover up violations process. The lady went to court and won, but a lot of money, stress and time were involved. In our opinion, this is not a recipe for success, this is a recipe for disaster and all the Greenstone homeowners are being negatively affected instead of being protected. A class action lawsuit might be the ultimate answer.

On 01-25-2024 we sent out a Fourth Updated Follow-up Letter to the Greenstone Homeowners. There are around 106 homeowners in our subdivision.

Sincerely,

Karl and Daniela King

**To whom it may concern in the Mediation Process and/or Litigation
Violations, Facts, Damages and Evidence 11/06/2023 with additions
prepared on 11/09/2023 and 11/16/2023**

From the Declaration of Covenants, Conditions and Restrictions for Greenstone P.U.D. of
12/08/1993, below there are some articles inserted as evidence that support our claims.

RCPTN # 93093291 12/08/93 14:39:00 # PAGES - 31 FEE - \$155.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - \$.00

Article I – Preamble:

RCPTN # 93093291 12/08/93 14:39:00 # PAGES - 31 FEE - \$155.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - \$.00

Declarant desires to develop the Property for residential purposes. Declarant deems it desirable to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration in order to preserve the values of the individual lots and to enhance the quality of life for all owners of such lots.

Declarant therefore declares that all of the Property is and shall be held, transferred, sold, conveyed and occupied subject to the terms, restrictions, limitations, conditions, covenants, obligations, liens, and easements which are set forth in this Declaration, all of which shall run with the Property and shall inure to the benefit of, and be binding upon, all parties having any right, title, or interest in the Property or any portion thereof, and such person's heirs, grantees, legal representatives, successors and assigns.

3.5 Maintenance of Landscaping. Commencing as to each lot when a certificate of occupancy has been issued for a residence on such lot, the landscaping on each lot shall be maintained by the owner, subject however, to the right of the Association to perform any maintenance deemed necessary or desirable to maintain the high standards established for the subdivision, and to assess such owner for such required maintenance. If any owner fails to maintain landscaping on such owner's lot in accordance with such requirements, the Association may give the property owner written notice to perform necessary maintenance within no less than fifteen (15) days, and if the new owner fails to perform such maintenance work within that time, the Association may have such

work done at the expense of the owner of the lot. If the work is done by the Association at the owner's expense, the owner shall pay for such work within three (3) days after notice is given in writing to the owner as to the cost of such work. If the owner fails to pay within said time and the Association thereafter incurs reasonable attorney's fees and costs in collecting such amount from the owner, all such attorney's fees and costs incurred shall likewise be a debt owing by the owner to the Association.

of residences and other

3.9 Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE IV - ARCHITECTURAL STANDARDS

4.1 Restrictions. No building, barn, corral, shed, storage structure, awning, fence or any other structure shall be erected, placed or altered on any lot, nor shall there be any external modifications to any such structure, until the plans and landscaping specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in advance by the Architectural Review Board in writing. No landscaping shall be installed on any lot, or altered thereafter, unless a landscaping plan showing the nature, type, height, and location of the proposed landscaping improvements has been submitted to and approved in advance by the Architectural Review Board, in writing. Without limiting the generality of the foregoing, prior approval of the Architectural Review Board must be obtained for any of the following: (i) attachments to the exterior of a structure, (ii) installation of greenhouses, (iii) installation of patio covers, landscaping, screening, trellises and the like, (iv) change in exterior paint colors, (v) installation of any barn, corral, shed, or storage building and (vi) any other exterior change, including cosmetic changes such as garage doors, shutters and the like. The authority of the Architectural Review Board shall extend to the quality, workmanship and materials for any structure proposed; conformity and harmony of exterior design and finish with existing structures within the subdivision; location of all structures with respect to

the existing buildings, topography and finished ground elevation; and all other matters required to assure that such structures enhance the quality of the subdivision and are erected in accordance with the plan for the subdivision. No metal buildings shall be permitted unless the Architectural Review Board approves.

4.4 Setbacks. Subject to the exceptions set forth on Exhibit D hereof, which exceptions shall control as to the lots listed on said Exhibit D, each single family detached dwelling shall be located no closer than 40 feet to the front of the lot; 25 feet to the back of the lot, and 10 feet to the boundary of the nearest adjacent lot. PROVIDED, HOWEVER, that the setbacks for corner lots shall be 40 feet to the front boundary of the lot; 20 feet to the boundary line of the side of the residence which faces a street; 25 feet to the boundary of the lot in back of the residence; and 10 feet to the boundary of the lot on the side of the residence which is not facing a street. The plans submitted by each owner of a corner lot shall identify the front of the lot.

ARTICLE VII - GENERAL PROVISIONS

7.1 Duration. Subject to the provisions of Section 7.3 of this Article, this Declaration shall remain in full force and effect, shall run with the land and shall be binding on all persons having any interest in any lot in the subdivision for a period of twenty (20) years from the date this Declaration is recorded and thereafter shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of lots in the subdivision has been recorded agreeing to change or terminate the Declaration in whole or in part.

7.2 Amendments. This Declaration, or any portion thereof, may be amended or revoked at any time by an instrument in writing signed by the owners of at least seventy-five percent (75%) of the lots in the subdivision and one hundred percent (100%) of the holders of recorded first mortgages or deeds of trust. Any amendment shall be effective only upon the recordation of the written amendment or ratification thereof containing the necessary signatures of lot owners and encumbrance holders. No amendment to this Declaration may be made which conflicts with any of the laws of the State of Colorado, or ordinances of the City of Fort Collins. No amendment shall affect any rights of Declarant unless approved in advance by and consented to by Declarant in writing.

This Declaration

Below is inserted an article from the "Articles of Incorporation of Greenstone Community Association 04-19-1993"

NONPROFIT

ARTICLES OF INCORPORATION
OF
GREENSTONE COMMUNITY ASSOCIATION

931041158 \$55.00
SOS 04-19-93 08:30

ARTICLE THREE: The purpose for which this Corporation is organized is to serve as the Association for GreenStone P.U.D. in Larimer County, Colorado, under a recorded Declaration of Covenants, Conditions, and Restrictions. The Corporation may conduct any lawful activity pursuant to the Colorado Nonprofit Corporation Act in fulfilling such purpose.

From the ByLaws of Greenstone Community Association dated July 12, 1993, Article XV, Section 1 and Section 2 are inserted below:

Section 1. These Bylaws may be amended, at any regular or special meeting of the members at which a quorum is present, by a vote of a majority of those votes present in person or by proxy. Members **must be given notice** of -such proposed amendment, as required by the Act.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Facts and evidence

The improperly amended and adopted doc. called "Governing Policies" PDF file twenty-eight (28) page document effective April 21, 2021 involves eight (8) policies:

1. Greenstone Community Association Amended and Restated Policy for Conducting Association Meetings.

2. Greenstone Community Association Amended and Restated Policy for Handling Conflicts of Interest of Directors.
3. Greenstone Community Association Amended and Restated Policy for Collection of Unpaid Assessments.
4. Greenstone Community Association Amended and Restated Policy Regarding Inspection and Copying of Association Records -Including the Request Form for Inspection and Copying of Association Records that **we were asked to sign basically giving away our rights.**

This document including the “Request Form” do not provide clear guidance according to Colo. Rev. Stat. Section § 38-33.3-317. For more evidence and specifics, please see our “Official Letter of Demand April 21, 2023 – 36 pages.” The PDF file with the evidence was already provided multiple times to all the parties involved in this dispute.

5. Greenstone Community Association Amended and Restated Reserve Policy.
6. Greenstone Community Association Amended Policy for Enforcement of Covenants and Rules – Including Notice and Hearing Procedures and Schedule of Fines.
7. Greenstone Community Association Amended and Restated Procedures for the Adoption and Amendment of Policies, Procedures and Rules.
8. Greenstone Community Association Amended and Restated Policy and Procedures for Addressing Disputes with Owners.

Additional examples of improperly amended and adopted documents used by the Greenstone HOA:

9. The “Rules and Regulations” eighteen (18) page PDF document involves the Greenstone Community Association Architectural Guidelines Effective: **April 21, 2021**

10. The “Greenstone Community Association Updated Collection, Meeting and Enforcement Policies” **Effective: August 9, 2022**

By implementing the above documents, the HOA board of directors expressly contradict the Greenstone Community governing documents via a simple board vote, without a given notice, and without the requisite approval of at least seventy-five percent (75%)

of the homeowners in the subdivision **and one hundred percent (100%) of the holders of recorded first mortgage of deeds of trust.** These are invalid documents thus un-enforceable.

When the above documents were improperly “amended and adopted”, the former Faith Property Community **Manager Todd King was present** in the meeting as well.

For evidence, please see the Word doc. called: “04-2021” which includes the Board Minutes of April 21, 2021, the PDF file called “Governing Policies”, and the “Greenstone Community Association Updated Collection, Meeting and Enforcement Policies”. These files with the evidence were already provided multiple times to all the parties involved in this dispute.

The above-mentioned documents were available **only** on the **former** HOA management company Faith Property’s website: www.faithproperty.com

The current HOA management company Kellison’s website: www.kellisoncorp.com **has much fewer** documents available, **and has no Board Meeting Minutes** documents from 2020, 2021, 2022 and 2023.

There might be more invalid documents, we do not know due to Greenstone HOA Board lack of transparency.

Abuse of Process, Power

As far as future amendments to these improperly amended and adopted policies, each “amended and adopted” policy above states:

5. **Variances.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
7. **Amendment.**

This Policy may be amended from time to time by the Board.

These **2** above statements **cannot be found in the original CC&R’s from 1993.** We do not know when these new changes have been introduced. We do not know how many times the CC&R’s have been

modified between 1993 and 2021. There are no records. Larimar County has only one record of the Greenstone CC&R's, from 1993. That is it.

Legal responsibility for these HOA **improperly amended, adopted and improperly authenticated (certified) documents.**

The name of Johnson Muffly & Dauster PC law firm is typed on the "Governing Policies" document only, but not on the "Rules, Regulations" document. These documents do not have a written legal signature and they are not notarized nor recorded with the Larimer County in order to authenticate their legality. Nonetheless these "amended" documents are not fully written in accordance with the Colorado Rev. Stat. For example, the documents use ambiguous language, they miss specific details which leaves room for interpretations in the favor of the HOA board of directors.

Failing to enforce the valid governing documents, CC&Rs, (December 12, 1993) and breach of fiduciary duty of the board of directors.

HOA Documents in Colorado - The association's Declaration of Covenants, Conditions, and Restrictions (CC&Rs), Amendments to CC&Rs, Bylaws, Lien Notices, HOA Notices, Plats, Maps, and other community documents can be found by visiting the county recorder's office website in which the association is located. **The association's CC&Rs must be recorded with the county land records to be enforceable.**

Findings, Violations:

- 1) The invalid and unenforceable Greenstone Community Association Amended and Restated Policy (multiple items) (28 Pages) Effective: **21 April, 2021**, and Greenstone Community Association, Meeting and Enforcement Policies signed 08-09-2022 **have not been recorded with the Larimar County, CO. to this date.** The document is attached to this email.

All the existing records are provided below along with the associated link from the www.sos.state.co.us .

Click <https://www.coloradosos.gov/biz/BusinessEntityCriteriaExt.do> and enter Greenstone Community Association. Next, click on the ID Number: 19931041158. Next, click on Filing history and documents. You will not find any of the "Amended" policies after 12/08/1993.

RCPTN # 93093291 12/08/93 14:39:00 # PAGES - 31 FEE - \$155.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - \$.00

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GREENSTONE P.U.D.**

From: Nicole Dowd <nicole@faithproperty.com>

Sent: Monday, May 9, 2022 2:01 PM

To: karl.dani@comcast.net

Subject: RE: Follow-up: Issues that need to be addressed - Letter from your neighbor Karl King - Attached are three additional pictures of the trees and bushes - More questions - Please confirm receipt of the email below

Hi Daniela and Karl,

I, as the property manager do not make any decisions, the Board of Directors do. I have forwarded this onto them. Thank you!

Nicole Dowd

Faith Property Management

300 E. Boardwalk # 6B

Fort Collins, CO. 80525

P- 970.377.1626 F- 970.377.1628

Emergency After Hours 970.488.1390

Office Hours: Monday- Thursday 9-5, Friday 9-1.

www.faithproperty.com

HOA Information www.associationonline.com

From: Nicole Dowd <nicole@faithproperty.com>

Sent: Friday, May 6, 2022 11:22 AM

To: karl.dani@comcast.net; 'Allen Green' <alleng76@comcast.net>; 'Del Blehm' <longboats36@gmail.com>;

Terry Francl <terry56francl@gmail.com>; Bill Ault <baault718@gmail.com>; Karin Dahl <km_dahl@hotmail.com>

Subject: RE: Follow-up: Issues that need to be addressed - Letter from your neighbor Karl King - Attached are three additional pictures of the trees and bushes - More questions

Hi Daniela and Karl,

After reviewing the covenants, it has been determined that there is no violation of the covenants. Therefore, the HOA considers this matter closed. If you have any questions, please feel free to reach out. Thank you.

Nicole Dowd

Faith Property Management

300 E. Boardwalk # 6B
Fort Collins, CO. 80525
P- 970.377.1626 F- 970.377.1628
Emergency After Hours 970.488.1390
Office Hours: Monday- Thursday 9-5, Friday 9-1.

www.faithproperty.com

HOA Information www.associationonline.com

From: Connor DeHart <connor@kellisoncorp.net> **Sent:** Friday, April 21, 2023 9:00 AM
To: karl.dani@comcast.net **Subject:** Re: 06-47N2-51P Excerpt from the email sent to us.

“Mr. & Mrs. King,

There is no violation pertaining to the landscaping on your neighbors property. If you have an issue with their trees overhanging your property line, you will need to resolve that with them. This is not an HOA issue.

As for the records request, you have chosen not to complete the required form specifying the records you request to inspect. You have made claims that the document is legally flawed, and you have refused to sign the request. Our attorneys who specialize in community association law have reiterated that there is nothing legally flawed with this document, and I can attest to you that this document is widely adopted amongst associations, and it adheres to the requirements set forth in Colorado Law.”

From: Pete Dauster <pdauster@nocolawgroup.com>

Sent: Tuesday, April 18, 2023 1:53 PM

To: karl.dani@comcast.net; dwgeb@aol.com; 'HOME CLMS-FIRECLAIMS' <statefarmfireclaims@statefarm.com>; luke@kellisoncorp.net; ERIN@ERINLEVAN.COM; sf-ceo@statefarm.com; carrie@kellisoncorp.com; 'Kellison Corp.' <mgthoa@kellisoncorp.net>; 'Terry Francl' <terry56francl@gmail.com>; 'Del Blehm' <longboats36@gmail.com>; 'Karin Dahl' <km_dahl@hotmail.com>; 'Bill Ault' <baault718@gmail.com>

Cc: hoafightclub@gmail.com

Subject: RE: 06-47N2-51P

The policy does not need to be amended and it is now “flawed.” It is fully compliant with the law. I am done discussing this issue with you. Have a nice afternoon.



Peter J. Dauster
Johnson Muffly &
Dauster PC

323 South College Avenue, Suite 1
Fort Collins, Colorado 80524
Office (970) 482-4846
Facsimile (970) 482-3038
E-Mail:
pdauster@nocolawgroup.com

The above denial responses received via emails from the former HOA management company Faith Property Company, from the current HOA management company Kellison Corp, from the attorney Peter Dauster with Johnson Muffly & Dauster, and from the current attorney William Shorts with State Farm Insurance Company **are based on a deter, delay and deny approach.**

Sincerely,

Karl and Daniela King

To whom it may concern in the Mediation Process and/or Litigation

Violations, Facts and Damages 11/06/2023 with additions prepared on 11/09/2023

The statement below made by Mr. Shorts in his Reply Letter of October 26, 2023 regarding our request for specific HOA records, **is based on assumptions indicating that he is not familiar with all the relevant facts associated with this** case. For instance:

“Your clients were directed to the Association’s website where many of the documents can be located. Your clients **apparently** failed or refused to access the documents from the website, because they kept asking for documents that were available on the website.”

Please see the PDF file dated December 14, 2022 called “Certified Letter sent to Greenstone HOA and Peter Dauster”. This file contains twenty **(20)** very specific types of HOA records for the last three years: 2020, 2021, 2022. FYI. this letter was already provided more than 15 times to all parties involved in this dispute.

Another example of a statement made by Mr. Shorts based on assumption, instead of facts is this:

“Your clients were directed to the Association’s website where many of the documents can be located. Your clients apparently failed or refused to access the documents from

the website, because they kept asking for documents that were available on the website.”

FYI. Mr. Shorts, the documents that were once uploaded on www.faithproperty.com , the former HOA management company were just CC&Rs, Bylaws, State Farm Insurance Certificates, some Financial Statements generated by the management companies, Board Meeting Minutes, and Budget files.

The available documents for 2020:

Three Word Files called: 01-202, 05-202, 09-202 – **Draft Minutes**

Three PDF files called: January 2020 Financials, November 2020 Financials and December 2020 **Financials**

The available documents for 2021:

Four identical Xcel Files. Each one of them labeled differently.

2021 Budget (1). .xlsx, **2021 Budget (2).**.xlsx, **2021 Budget (3).** .Xlsx, **2021 Budget (4).** .Xlsx

2021-Insurance Certificate Only

2021 Board Meeting Minutes: 01-2021,04-2021,08-2021,10-2021

2021 July Income / Expense: 07-2021

2021 Financial Statements generated by the HOA management company: 01-2021, 02-2021, 03-2021, 04-2021, 05-2021, 06-2021, 09-2021,10-2021,11-2021, 12-2021 **Notice that the 07-2021 and 08-2021 files are missing.**

The available documents for 2022:

2022 Board Meeting Minutes: 02-2022, 05-2022

2022 Financial Statements generated by the HOA management company: 01-2022, 02-2022, 03-2022, 04-2022, 05-2022, 06-2022, 07-2022, 08-2022, 09-2022, 11-2022. **Notice that the 10-2022 and 12-2022 files are missing.**

For your convenience, upon request we can provide all these files stored on a USB stick.

The above documents don't even come close to being enough in order to initiate and conduct a comprehensive review, much less a forensic audit. There are zero available invoices, receipts, bank statements, past audits, agreements, list of HOA assets and written agreements on assets for personal usage by the members of HOA, contracts, records of deposit slips, canceled checks. Unwinding transactions and paper trails without specific records, and documentation is impossible.

Additional Objectives to be pursued:

5) We ask the Greenstone HOA legal advisors to remove immediately all reference to the invalid, unenforceable "amended" CC&Rs; Rules & Regulations, Governing Policies, and their associated Forms dated April 21, 2021 and thereafter. To present the only valid and enforceable HOA CC&Rs are the original documents dated **12/08/1993**.

6) We ask the Greenstone HOA legal advisors to officially notify in writing all Greenstone HOA members of these ongoing violations providing all the details. **There may be other homeowners affected by these facts.** A number of properties have been sold since April 21, 2021. At present there are two new properties up for sale.

In his Reply Letter of October 26, 2023, Mr. Shorts **did not take into consideration all the photos that we provided along the way to all parties involved in this dispute that prove our allegations of violations, hazard and damages.**

Below we are providing the photos again:



























When a new lot is to be landscaped at our subdivision, the Architectural Review Board reviews the landscape plan before work begins to install the landscaping. When that was done for our yard, I reviewed the plants we wanted, and their mature size so that we would not install plants that would be a problem later in life. Our plan was approved, and we should never have plants that interfere with the neighbor's lot line.

When the Gallegos lot was landscaped, many years ago, whoever approved the layout did not consider the large, mature size of many of the trees and bushes planted next to

the King's lot. Those trees and bushes grew to their expected size and trespass on the King's lot. This was the fundamental cause of the problems that now arise that affect the Kings and the Gallegos lots. The root cause of the problem was the failure of the approval people to address the serious problems with the selections of the landscaping. Now there is a legal matter to address.

For the Board to say there is no problem is just a continuation of original problem that was created long ago.

To whom it may concern in the Mediation Process and/or Litigation

11/06/2023

Thank you for taking the time to explain the process of mediation, and litigation. The Reply Letter received from **Mr. William Shorts, State Farm Insurance attorney on behalf of Greenstone HOA** was clearly a sign to us of trying to dismiss our case by ignoring the preponderance of the evidence we have provided for the last one year and seven months to all parties involved in this long-running dispute. Thus, we need to seek a resolution through the mediation process or litigation.

We will try to keep our comments short as much as we can.

As previously mentioned to all parties involved in this dispute the wellbeing of the encroaching trees (25-30 years old tall wide trees), and bushes is already compromised (photos available). Keeping up with the legal procedures to ensure any future legal implications is imperative to protecting ourselves, our property and to mitigate risks effectively. In addition, no tree company that we contacted will perform any procedures on our neighbor's trees and bushes **without a written legal decision in order to avoid liability.**

In the event that the **mediation process through court** will not be able to resolve the dispute between us and the Greenstone HOA, we will have to prepare for litigation. Due to the fact that the "amended CC&Rs" dated April 21, 2021 were not properly adopted and registered according to the Colorado State Law, now this has become an issue that all homeowners in Greenstone subdivision need to be aware of, especially if somebody has been affected by this violation. **In addition, according to the Board Meeting**

Minutes Word document called "04-2021", ONLY the members of the HOA Board, five members voted on these "amended CC&Rs". Thus they are unenforceable.

As homeowners, it is our responsibility to make known all the findings discovered along the way including the evidence.

In the past, on various occasions we challenged in writing the validity of the "amended CC&Rs" including the Form for Records Request. **To present, the HOA legal counsels are aware of the violation, but enforcing it anyway. Legally speaking, the HOA legal counsels should be the first in line to inform the Greenstone HOA homeowners about these facts, apologize and correct them ASAP.**

If the responsible opposite party is not willing to initiate the process of informing the HOA homeowners about this violation, we can certainly do it. We can write, and mail letters with updates. There may be other homeowners affected by these facts.

1) Violations, Facts, Damages and recent discoveries. Evidence can be provided again to all parties upon request. Over 40 files including emails, photos, Demand Letters, **twenty-six** Certified Letters, Records for out-of-pockets expenses, records for time tracking doing research on HOA Colorado State Law and Federal Law, legal advice, writing emails, letters, and phone calls. FYI, this evidence was already provided to all the parties involved in this dispute.

Trespassing of our property, encroaching trees posing a serious threat to our property, safety risk, and damages that came along with it. Initially there were 4 trees and 10 bushes encroaching our property. Only one tree has been addressed. It was removed because of excessive lean. There are still three HAZARDOUS trees with different leaning degrees (safety risk) and 10 bushes all of which are not properly maintained at all times by our neighbors Amy and Donald Gallegos. Not only do these trees pose a serious safety risk in their potential collapse towards our property, but also act as a nuisance to us. The debris on our property left by the foliage and pine needles creates an undue burden on us, as we are forced to continually maintain our property to remain in compliance with the HOA policies at no fault of our own. For instance, we frequently clear our gutters as well as window wells of leaves and debris from the encroaching trees, and the shade caused by these trees is interfering with the growth of plant life on their property. Debris from the Austrian Pines has also acidified the lawn on our property, requiring additional maintenance and expenditures to correct an issue that we

should never have had to experience. Aside from the present harm, this foliage acts as a present trespass onto our property.

CC&Rs 1993 page 4

3.5 Maintenance of Landscaping. Commencing as to each lot when a certificate of occupancy has been issued for a residence on such lot, the landscaping on each lot shall be maintained by the owner, subject however, to the right of the Association to perform any maintenance deemed necessary or desirable to maintain the high standards established for the subdivision, and to assess such owner for such required maintenance. If any owner fails to maintain landscaping on such owner's lot in accordance with such requirements, the Association may give the property owner written notice to perform necessary maintenance within no less than fifteen (15) days, and if the new owner fails to perform such maintenance work within that time, the Association may have such

FYI, on Greenstone Homeowner's Association Annual Meeting Minutes 10/25/2021 on page 2 we read the statement below:

-Architectural responsibilities-if a property is unkempt-Faith will continue regular drive throughs to look for covenant violations and will accept feedback from the neighborhood to take into consideration as well.

As far as the property line boundaries go, according to Colorado Section 38-33.3-217 Amendment of declaration:

(3) Every amendment to the declaration must be recorded in every county in which any portion of the common interest community is located and is effective only upon recordation. An amendment must be indexed in the grantee's index in the name of the common interest community and the association and in the grantor's index in the name of each person executing the amendment. (4)(a) Except to the extent expressly permitted or required by other provisions of this article, no amendment may create or increase special declarant rights, increase the number of units, or change the boundaries of any unit or the allocated interests of a unit in the absence of a vote or agreement of unit owners of units to which at least sixty-seven percent of the votes in the association, including sixty-seven percent of the votes allocated to units not owned by a declarant, are allocated or any larger percentage the declaration specifies. The declaration may specify a smaller percentage only if all of the units are restricted exclusively to nonresidential use.

In our case we did not agree or give up to our rights at any time to have our boundaries changed due to encroaching trees and bushes. Why should HOA facilitate special rights for our neighbor Gallegos?

2) The Austrian Pine tree that has been removed posed a serious threat to people walking on the walkway including children going to the bus stop. We had to spend money on legal advice, letters written by attorney Craig Flinders in order for this hazardous tree to be addressed.

3) Precedent - **On July 21, 2021** we brought to the attention of the HOA board and the management company a similar problem. Multiple trees and bushes owned by HOA were encroaching our property on the South East side interfering with the wellbeing of our peach trees, one of which died, and we had to replace it. At first the HOA board was not willing to address the dispute. It took some time and communication to make them understand that it is the HOA responsibility to maintain that area and fix the problem which they did.

4) Failure of the HOA to comply with Colorado State Law. The “amended CC&Rs” dated April 21, 2021 have not been properly adopted, authenticated, and registered according to the Colorado State Law, thus they are unenforceable. Moreover they were voted only by the Board members (5 members). The Bylaws are not signed, dated and notarized either. Not properly authenticated.

From the original CC&Rs dated 12/08/1993.

been recorded by _____
whole or in part.

7.2 Amendments. This Declaration, or any portion thereof, may be amended or revoked at any time by an instrument in writing signed by the owners of at least seventy-five percent (75%) of the lots in the subdivision and one hundred percent (100%) of the holders of recorded first mortgages or deeds of trust. Any amendment shall be effective only upon the recordation of the written amendment or ratification thereof containing the necessary signatures of lot owners and encumbrance holders. No amendment to this Declaration may be made which conflicts with any of the laws of the State of Colorado, or ordinances of the City of Fort Collins. No amendment shall affect any rights of Declarant unless approved in advance by and consented to by Declarant in writing.

_____ of this Declaration _____

5) Breach of the fiduciary duties of the HOA to its members and **abuse of power.**

6) Conflict of interests – Former HOA President Allen Green who resigned from his position at the beginning of the year is a very good friend with our neighbors Donald and Amy Gallegos who are in violation of the CC&Rs.

7) False statements on our behalf without our consent released by HOA board of directors and recorded in **the Board meeting minutes Word doc. May 12, 2022.**

8) Intentional infliction of emotional distress and intimidation against us. We were threatened in writing by **Mr. Peter Dauster, former HOA's attorney** with a Lien on our property and taken to court.

9) Emotional distress affecting the wellbeing of both of us. I, Karl King (79 years old) have had two heart attacks, one heart surgery, one brain surgery and skin cancer. Limiting the amount of time of being exposed to direct sunshine in my everyday routine is a must. I, Daniela King have a spine condition called kyphoscoliosis. Recently, I had to undergo a six weeks intense therapy program to help manage the excruciating pain. Both of us **working outside in the yard all year round due to unnecessary extra maintenance,** has extremely increased our daily level of pain and suffering. Also, spending unnecessary over 468 hours **in front of the computer** trying to solve this dispute increased our daily level of pain and suffering including Anxiety. Upon request, we can provide, X-rays, doctor records, Physical Therapy Records, Chiropractor records, Invoices.

10) Unnecessary time (over **500 hours as of 11/06/2023**) and a considerable amount of money spent on legal resources researching these nuisances, and hiring legal counsels.

11) Unnecessary extra time, effort, work, money spent on maintaining our property (North - East side) all year round due to the damages that came with the trees and bushes encroaching our property. (Photos available as well).

12) Discrimination against us – HOA did not enforce the CC&Rs in our case. Also, the HOA had a Form listed on the Faith Property Management website called: “Request for Alternative Dispute Resolution” available for homeowners. HOA did not pursue this option in our case. Please see **1)** as well,

Objectives to be pursued:

1) Stop the ongoing violations, restore our property boundaries, enforce the covenants using the original CC&Rs of December 08, 1993. These are the only HOA CC&Rs filed with the Larimer County since 1993, thus in effect and valid. Any enforcement of the unfiled CC&Rs is nullified.

2) Compensatory Damages: **Actual and General**

Actual Compensatory Damages:

a) We seek refund for our reasonable expenses related to this ongoing matter including mediation fees, but not limited to until the case is resolved.

As of today November 06, 2023 the **total** actual legal fees in connection with this dispute that we incurred is: **\$16,679.50.**

As of today November 06, 2023 the total expenses related to Certified Letters and letters mailed via USPS is: **\$389.27.**

According to Colorado Revised Statutes 2022 Title 38 below, as of November 3, 2023 the HOA is liable for penalties more than **\$15,600.00.** The original Request for specific HOA Records for the last three years was sent to all responsible parties on December 14, 2022. As of today November 6 ,2023 this request has not been fulfilled. It has been **328 days** since the request was made. Update: as of today 02-09-2024 it has been **454 days** - **\$22,700.00.**

Colo. Rev. Stat. § 38-33.3-317

(4.5) If the association fails to allow inspection or copying of records in accordance with this section within thirty calendar days after receipt of a written request submitted by certified mail, return receipt requested, and payment of any fees required pursuant to subsection (4) of this section, the association is liable for penalties in the amount of fifty dollars per day, commencing on the eleventh business day after the association received the written request, up to a maximum of five hundred dollars or the unit owner's actual damages sustained as a result of the refusal, whichever is greater.

Below is the Request for the Records for the past three years.

Colo. Rev. Stat. § 38-33.3-317

Section 38-33.3-317 - Association records - rules - applicability

(1) In addition to any records specifically defined in the association's declaration or bylaws or expressly required by section 38-33.3-209.4(2), the association must maintain the following, all of which shall be deemed to be the sole records of the association for purposes of document retention and production to owners:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the association;
- (b) Records of claims for construction defects and amounts received pursuant to settlement of those claims;
- (c) Minutes of all meetings of its unit owners and executive board, a record of all actions taken by the unit owners or executive board without a meeting, and a record of all actions taken by any committee of the executive board;
- (d) Written communications among, and the votes cast by, executive board members that are:
 - (I) Directly related to an action taken by the board without a meeting pursuant to section 7-128-202, C.R.S.; or
 - (II) Directly related to an action taken by the board without a meeting pursuant to the association's bylaws;
 - (e) The names of unit owners in a form that permits preparation of a list of the names of all unit owners and the physical mailing addresses at which the association communicates with them, showing the number of votes each unit owner is entitled to vote; except that this paragraph (e) does not apply to a unit, or the owner thereof, if the unit is a time-share unit, as defined in section 38-33-110(7);
 - (f) Its current declaration, covenants, bylaws, articles of incorporation, if it is a corporation, or the corresponding organizational documents if it is another form of entity, rules and regulations, responsible governance policies adopted pursuant to section 38-33.3-209.5, and other policies adopted by the executive board;
 - (g) Financial statements as described in section 7-136-106, C.R.S., for the past three years and tax returns of the association for the past seven years, to the extent available;
- (h) A list of the names, electronic mail addresses, and physical mailing addresses of its current executive board members and officers;
- (h.5) A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the association in connection with the purchase or sale of a unit and are not paid for through assessments, including transfer fees, record change fees, and the charge for a status letter or statement of assessments due;

Section 38-33.3-317 - Association records - rules ... Colo. Rev. Stat. § 38-33.3-317

- (h.6) All documents included in the association's annual disclosures made pursuant to section 38-33.3-209.4.
- (i) Its most recent annual report delivered to the secretary of state, if any;
- (i) Financial records sufficiently detailed to enable the association to comply with section

38-33.3-316(8) concerning statements of unpaid assessments; **(k)** The association's most recent reserve study, if any;

(l) Current written contracts to which the association is a party and contracts for work performed for the association within the immediately preceding two years;

(m) Records of executive board or committee actions to approve or deny any requests for design or architectural approval from unit owners;

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

(o) Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and

(p) All written communications within the past three years to all unit owners generally as unit owners.

(2)

(a) Subject to subsections (3), (3.5), and (4) of this section, all records maintained by the association must be available for examination and copying by a unit owner or the owner's authorized agent. The association may require unit owners to submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled executive board meeting if the meeting occurs within thirty days after the request. Notwithstanding any provision of the declaration, bylaws, articles, or rules and regulations of the association to the contrary, the association may not condition the production of records upon the statement of a proper purpose.

(b)

(I) Notwithstanding paragraph (a) of this subsection (2), a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a unit owner's interest as a unit owner without consent of the executive board.

(II) Without limiting the generality of subparagraph (I) of this paragraph (b), without the consent of the executive board, a membership list or any part thereof may not be: **(A)** Used to solicit money or property unless such money or property will be used solely to solicit the votes of the unit owners in an election to be held by the association;

Section 38-33.3-317 - Association records - rules ... Colo. Rev. Stat. § 38-33.3-317

(B) Used for any commercial purpose; or

(C) Sold to or purchased by any person.

(3) Records maintained by an association may be withheld from inspection and copying to the extent that they are or concern:

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

(b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

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

(d) Disclosure of information in violation of law;

(e) Records of an executive session of an executive board;

(f) Individual units other than those of the requesting owner; or

(g) The names and physical mailing addresses of unit owners if the unit is a time-share unit, as defined in section 38-33-110(7).

(3.5) Records maintained by an association are not subject to inspection and copying, and they must be withheld, to the extent that they are or concern:

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

(b)

(I) Personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers; except that, notwithstanding section 38-33.3-104, a member or resident may provide the association with prior written consent to the disclosure of, and the association may publish to other members and residents, the person's telephone number, electronic mail address, or both. The written consent must be kept as a record of the association and remains valid until the person withdraws it by providing the association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.

(II) As used in this paragraph (b), written consent and notice of withdrawal of the consent may be given by means of a "record", as defined in the "Uniform Electronic Transactions Act", article 71.3 of title 24, C.R.S., if the parties so agree in accordance with section 24-71.3-105, C.R.S.

(4) The association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of association records. The charge may not exceed the estimated cost of production and reproduction of the records, including the costs of copying, mailing, and any necessary special processing.

Section 38-33.3-317 - Association records - rules ... Colo. Rev. Stat. § 38-33.3-317

General Compensatory Damages:

b) Compensatory damages for **over 500 hours** (recorded in an Xcel file) of unnecessary time (**still ongoing**) spent **since April 4, 2022 to present November 06, 2023** on writing emails, letters, mailing letters, driving to USPS, waiting in line, filling out paperwork for **twenty-six** Certified Letters, doing research on legal cases, researching Colorado State Laws in an effort to understand the laws and prepare ourselves for solving this case.

Compensatory damages for emotional distress, pain and suffering, harm to our reputation (**ref. to the incidents during the last HOA association meeting**) all of which affected our wellbeing due to unnecessary time spent outside working on dealing with the damages to our property caused by our neighbor's encroaching trees and bushes. Please see the above description for items **1), 7), 8),9) 10) and 11)**.

3) Amend and Adopt the CC&Rs properly, in accordance with the Colorado Revised Statutes 2022 including but not limited to, the Form for Records Request and provide to us the specific requested records.

4) Provide a Case ID. for our Complaint initially filed on April 4, 2022 with Greenstone HOA and Faith Property Management company, the former HOA management company. Even though we made this request more than twenty times, as of today November 06, 2023 this request has not been fulfilled.

Sincerely,

Karl and Daniela King