

# Policies, Procedures and Rules Manual

Summerwood Homeowners Association  
Dillon, Colorado

Version 5, March 21, 2023



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# 1 INTRODUCTION

The law governing our community is the Colorado Common Interest Ownership Act of 1992 (C.R.S. 38-33.3 “CCIOA”) as amended. Since Summerwood was established in 1981 some elements of the law do not apply, but with the later amendments most of it does apply. (See C.R.S. 38-33.3-117) The thrust of the amended law is open management. The law requires advance notice to homeowners of Board of Directors’ meetings and agenda, and Owner access to all governing documents, meetings, and minutes. The law also requires the annual budget be presented to the Owners, so they have an opportunity to comment. The law does not significantly reduce the powers vested in the Board of Directors; it just requires the powers be exercised openly. To this end the law requires that Summerwood Homeowners Association specify a number of policies and procedures the law refers to as “Responsible Governance Policies.” (See C.R.S. 38-33.3-209.5)

In 2019, the Board commenced a thorough review of all of the Summerwood Homeowners Association governing documents. The primary documents are the Declaration of Covenants, the Articles of Incorporation and the Bylaws. Over the years, the Association also adopted Rules Adopted by Resolution including the Road Use Fee (now the Truck Impact Fee Policy), Fines and Penalties, Exterior Maintenance, Rules Governing Use of the Sports Complex, and Rules of the Architectural Control Committee. These two sets of rules can cause confusion by requiring Owners to consult several documents in order to understand the policies and procedures of the Association. The goal of the project to create this Policies, Procedures and Rules Manual is to clearly set forth the Association’s expectations of Owners and to give Owners one place to consult to understand these expectations.

The Board also maintains an Operating Manual that sets out Board and Management Company operations. The Operating Manual does not set policy. Its purpose is to guide current and future Board members in the conduct of the Association’s day-to-day activities.

The Policies, Procedures & Rules Manual is updated periodically to incorporate new information.

1. Version 1, dated January 25, 2021 contained nine policies that were approved by the Board in October, 2020 (Sections 3 through 11) and two policies that were approved by the Board in January, 2021 (Sections 12 and 13).
2. Version 2, created in April 2021, added four additional policies that were approved by the Board in April, 2021 (Sections 14 through 17).
3. Version 3, created August 23, 2021, added Exhibit A to Section 8 (inadvertently omitted in prior versions), and added one new policy adopted in August, 2021 (Section 18).
4. Version 4, created January 14, 2022, updated Section 15 and Section 8 Exhibit A and added two policies adopted January 14, 2022 (Sections 19 and 20).
5. Version 5, created March 21, 2023, includes revised versions of Sections 4, 5, 8, and 13 that were adopted by the Board February 15, 2023.

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The signature block included at the end of each policy lists the date of Board approval and the effective date for each policy. Owners are notified as new policies, procedures and rules are adopted by the board and as former Rules are superseded, and current copies of all documents are available on the website <http://summerwoodassociation.com/>. If you have any questions about policies, procedures and rules, please ask a Board member. It is best not to guess as violations of policies, procedures and rules carry fines.

## 2 DEFINITIONS

The definitions used in this Manual shall be as set forth in the Summerwood Homeowners Association Declaration of Covenants and are set forth herein for the convenience of use of this Manual. To the extent that there are any discrepancies between the Declaration and this Manual, the Declaration controls. For definitions of terms used in the Colorado Common Interest Ownership Act see C.R.S 38-33.3-103. The acronym CCIOA will be used throughout the Manual to refer to the Act.

“Architectural Control Committee” means the Architectural Control Committee as established in Article II of the Declaration.

“Association” means the Summerwood Homeowners Association, a Colorado nonstock, nonprofit membership corporation, its successors and assigns.

“Board of Managers” means the governing body of the Association. [Summerwood HOA has adopted the term “Board of Directors” for the governing body of the Association.]

“Commons” means all that real property and improvements thereon within the boundaries of the Property Plat, except for the Sites shown and numbered on the Property Plat.

“Declarant” means C-Triple G, a Colorado corporation its successors and assigns. For the purpose of evidencing that Declarant’s rights hereunder have been assigned and obligations assumed by any party, Declarant may record an assignment or deed in the records of Summit County, Colorado and upon such recording, Declarant’s rights and obligations hereunder shall cease and terminate. Declarant conveyed its interest in the Commons to Summerwood Homeowners Association by a Special Warrant Deed dated December 31, 1985, Reception No. 309805.

“Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Summerwood, as it may be amended from time to time.

“Green Areas” means all of the Commons except the private roads, as shown on the Property Plat.

“Owner” means the record owner, whether one or more persons or entities of the fee simple title to any Site which is part of the Property, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgagee or beneficiary under deed of trust, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

“Property” means that certain real property more particularly described in Exhibit A attached to the Declaration and such additions thereto as may hereafter be brought within the terms of the Declaration. “Property Plat” means the plat for Summerwood recorded June 19, 1981 under Reception No. 224981, Summit County, Colorado records as may be amended from time to time and any additional plats recorded pursuant to Section 11.5 of the Declaration.

“Site” means any numbered lot shown on the Property Plat or as changed pursuant to Section 10.17 of the Declaration but shall not include the Commons.

### **3 ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES POLICY**

The following procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To adopt a policy setting forth procedures for the adoption and amendment of policies, procedures, and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing adoption and amendment of policies, procedures and rules:

1. Pursuant to the Association’s governing documents (Declaration, Article IV Section 4.1 A.; Articles of Incorporation, Article IV 3.; and Bylaws, Article VII Section 1. (A)) and Colorado Revised Statutes 38-33.3-302, the authority to create, adopt, enforce, amend and repeal policies, procedures, rules and regulations (hereinafter collectively referred to as a “Rule”) lies with the Board of Directors of the Association. The Board may adopt certain Rules as may be necessary to facilitate the efficient operation of the Association, including clarification of ambiguous provisions in other documents. The Board has the right, but not the obligation, prior to adopting any new Rule, to conduct an informational meeting of the Owners and solicit their input regarding any new or existing Rule.
2. When the Board, in the exercise of its discretion, determines that a Rule should be adopted, amended or repealed, as appropriate, it shall do so at a meeting of the Board. At the meeting at which the Board intends to adopt the proposed Rule, at an appropriate time determined by the Board, but before the Board votes on the adoption of the Rule, Owners or their agents shall be permitted to speak regarding the Rule. If more than one person desires to address the Rule and there are opposing views, the Board shall provide for a reasonable number of persons to speak in favor of and against the Rule.
3. The Board shall then give notice of the adoption, amendment, or repeal of the Rule in writing by e-mail upon an Owner’s request, or first class mail, postage prepaid, to each Owner of the Association at the address for notices to Owners as may be provided for in the Association’s Declaration or Bylaws, and shall publish the Rule by any reasonable means available, including but not limited to posting the Rule in the community or on its website, if any, by e-mail, mail, newsletter, or personal delivery. The Rule, along with all other Rules of the Association, shall be available for inspection and copying in accordance with the Association’s policy regarding inspection and copying of Association records.
4. Any Owner’s failure to receive the Rule shall not be a defense to any attempt by the Association to enforce the Rule or to levy fines, expenses, or attorneys’ fees as a result of a violation of the Rule.

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Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
ED870B94AEEE481...  
Chris Durkin, President

This Policy regarding the Adoption and Amendment of Policies, Procedures and Rules was adopted by the Board of Directors on the 5th day of October, 2020, effective the 5th day of October, 2020, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
CF79F6F9AF7A4AD...  
Katherine Coolidge, Secretary



## 4 COLLECTIONS POLICY

The following procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To establish a uniform and systematic procedure for collecting assessments and other charges of the Association, thus ensuring the financial well-being of the Association.

Collection Philosophy: All Owners are obligated by the Declaration of Covenants, Conditions and Restrictions for Summerwood, as amended (“Declaration”), to pay all dues and Assessments in a timely manner. Failure to do so jeopardizes the Association’s ability to pay its bills. Failure of Owners to pay assessments in a timely manner is also unfair to other Owners who do. Accordingly, the Association, acting through the Board of Directors, (“Board”) must take steps to ensure timely payment of assessments.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. Due Dates. The annual common expense Assessments, as determined by the Association’s Board, and as allowed for in the Declaration and Colorado law, shall be due and payable monthly in equal installments due on the first (1st) day of each month. Special Assessments, individual purpose Assessments and reimbursement Assessments, if any, may be assessed or made from time to time by the Association in accordance with the Declaration and are due and payable as determined by the Board. All Assessments or other charges not paid to the Association when due shall be considered past due and delinquent.
2. Late Fees and Interest. The Association shall be entitled to impose a late fee of twenty-five dollars (\$25.00) on any Assessment or other charge not paid within thirty (30) days of the due date. Additionally, any Assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per year. All such fees and interest shall be due and payable immediately, without notice, in the manner provided for payment of Assessments.
3. Return Check Charges. A twenty-dollar (\$20.00) fee shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner of the property for which payment was tendered to the Association. If two or more of an Owner’s checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the Owner’s future payments, for a period of one (1) year, be made by certified check or money order.
4. Attorneys’ Fees and Collection Costs on Delinquent Accounts. The Association shall be entitled to recover from an Owner its reasonable attorneys’ fees and collection costs, including any costs of collection charged by the Association’s management company, incurred in the collection of Assessments or other charges due, whether or not a lawsuit

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has been initiated against the Owner. The Association shall be entitled to recover its post-judgment and appellate attorneys' fees and costs incurred from an Owner.

5. No Offsets. No Owner may be exempt from liability for payment of any Assessment or other charge for any reason, including but not limited to, the abandonment of the property against which the Assessment or charge is made. All Assessments shall be payable in the amounts specified and no offsets or reduction shall be permitted for any reason including, without limitation, any claim that the Association or Board of Directors is not properly exercising its duties and powers under the Declaration.
6. Application of Payments Made to the Association. If an Owner owes both unpaid Assessments and unpaid fines, fee, or other charges and makes a payment to the Association, the Association shall apply the payment first to the Assessments owed and any remaining amount to the fines, fees or other charges owed. The Association has the discretion to return any payment containing a restrictive endorsement or directing application of payments contrary to this provision.
7. Offer of Payment Plan. In its Notice of Delinquency, described in section 8, below, and subject to the following requirements and conditions, the Association shall offer a repayment plan to any Owner and make a good faith effort to coordinate a payment plan with the Owner:
  - (a) The repayment plan must allow the Owner the right to pay off the delinquency in equal installments over a period of up to eighteen (18) months;
  - (b) The Owner may choose the amount to be paid each month of the repayment plan, so long as each payment is in an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00);
  - (c) An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan;
  - (d) No payment plan need be offered if the Owner does not occupy the unit and has acquired the unit as a result of:
    - i. A default of a security interest encumbering the unit; or
    - ii. Foreclosure of the Association's lien;
  - (e) The Association is not required to offer a repayment plan or negotiate such a plan with an Owner who has previously entered into a repayment plan with the Association;
  - (f) The Owner's failure to remit payment of at least three (3) monthly installments of an agreed-upon installment within fifteen (15) days of the due date, or to remain current with regular Assessments as they come due during the period of the payment plan, constitutes a failure to comply with the terms of the repayment plan; and,
  - (g) The Association may pursue legal action against the Owner if the Owner fails to comply with the terms of the repayment plan.
8. Notice of Delinquency. After an installment of an Assessment or other charge owed to the Association becomes delinquent, and before the Association turns the delinquent account over to a collection agency or refers it to the Association's attorneys for legal action, the Association shall cause a Notice of Delinquency to be sent to the Owner who is delinquent in payment. The Notice of Delinquency shall specify the following:

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- (a) A description of the steps the Association must take before it may take legal action against the Owner, including a description of the Association's cure process for covenant violations as specified in its policy governing enforcement;
- (b) A description of what legal actions the Association may take against the Owner, including a description of the types of matters the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association;
- (c) the total amount due, with an accounting of how the amount was determined;
- (d) whether the total amount due concerns unpaid Assessments; unpaid fines, fees, or charges; or both;
- (e) whether the delinquency concerns unpaid Assessments that may lead to foreclosure;
- (f) whether an opportunity to enter into a repayment plan exists and the instructions for contacting the Association or its manager to enter into such a repayment plan;
- (g) the name and contact information for the person the Owner may contact to request a copy of the Owner's ledger in order to verify the amount owed;
- (h) that action is required to cure the delinquency and the specific action required to cure the delinquency; and
- (i) that failure to cure the delinquency within thirty (30) days may result in the delinquent account being turned over to a collection agency or the Association's attorney, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's unit, or other remedies available under Colorado law.

The Association may send additional notices to the Owner, either before or after the Notice of Delinquency set forth in this section, for as long as amounts remain past due on the Owner's account. However, the Association is only required to send one (1) Notice of Delinquency provided for in this section. The Notice of Delinquency shall be sent by certified mail, return receipt requested; physically posted at the unit; and sent by U.S. regular mail at the property address unless the Owner has given notice, in writing to the Association of an alternate address. In lieu of sending the Notice of Delinquency by regular U.S. mail, the Association may, but is not required to, send it by text message to a cellular number the Association has on file because the Owner has provided the number to the Association, or by electronic mail to an e-mail address that the Association has on file because the Owner has provided the address to the Association.

9. Balance Letter. On a monthly basis and by First-Class Mail and e-mail, if the Association has the Owner's e-mail address, the Association shall send each Owner who has any outstanding balance owed to the Association an itemized list of all Assessments, fines, fees and charges that the Owner owes to the Association ("Balance Letter"). **If the Association has incurred, or will incur, attorneys' fees and costs that have not yet been billed to the Association and added to the Owner's account, the Balance Letter shall indicate that the outstanding balance may not include all charges that have been or will be incurred and does not constitute a payoff.**
10. Notices. Except as otherwise provided herein, any notices shall be mailed to the Owner via regular U.S. mail at the property address unless the Owner has given notice, in writing, to the Association of an alternate address. If an Owner has provided written notification to

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the Association of a valid email address, or cellular number, the Association may, but shall not be required to, also send notices to the Owner via email transmission or text. The Association shall send the Notice of Delinquency, Balance Letter, and all other notices to the Owner in English and in any other language the Owner designates in writing that the Owner mails to the Association by certified United States mail, return receipt requested. In addition, the Association shall mail the Notice of Delinquency, Balance Letter and all other notices in English to any contact person the Owner designates in a writing that the Owner mails to the Association by certified United States mail, return receipt requested.

11. Liens. If payment in full of any Assessment or other charge is not received by the deadline stated in the Notice of Delinquency, the Association may cause a notice of lien to be filed against the property. The lien shall include Assessments, fees, charges, late charges, attorneys' fees, fines, interest and other charges pursuant to C.R.S. 38-33.3-316(1).
12. Referral of Delinquent Accounts to Attorneys. After the deadline stated in the Notice of Delinquency has expired, the Association may, but shall not be required to refer delinquent accounts to its attorneys or a collection agency for collection. An account may only be referred to an attorney or collection agency if a majority of the Board of Directors votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308(4). Upon referral to the attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors or the Association's managing agent, the attorney shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and ex parte appointment of a receiver of the Owner's property.
13. Foreclosure of Lien. Notwithstanding any provision of this policy to the contrary, the Association may only foreclose the lien if:
  - (a) The balance of the Assessments and charges secured by the lien equals or exceeds six (6) months' worth of regular Assessments based on the periodic budget adopted by the Association;
  - (b) The Board of Directors has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis; and
  - (c) The lien does not consist only of fines that the Association has assessed against the Owner, and/or collection costs or attorneys' fees that the Association has incurred and that are only associated with fines.

Any Owner that fails to accept a repayment plan within thirty (30) days of the Notice of Delinquency is deemed to have declined the repayment plan and the Association may commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein. The Association may commence a legal action and/or an action to initiate a foreclosure proceeding as provided herein against any Owner that accepts a repayment plan and fails to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due without further notice.

14. Waivers. Nothing in this policy shall require the Association to take specific action(s) other than as set forth herein and to notify Owners of the adoption of this policy. The

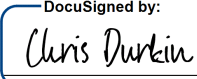
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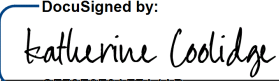
Association has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Any such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances, except as may be prohibited by Colorado law.

15. Order of Remedies. Subject to the restrictions contained in the "Foreclosure of Lien" section above, the Association may pursue any actions or remedies, including, but not limited to, action for personal judgment, foreclosure, or receivership (on an ex parte basis or otherwise and for purposes of collecting the lien balance coming due to the association both pre-judgment and post-judgment in any judicial proceeding), to collect amounts owed in any order.
16. Severability. If a provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.
17. Superseding Previous Policies. This policy shall replace and supersede any previous rules and regulations or policies of the Association addressing the collection of past due assessments.

Summerwood Homeowners Association

Approved:   
ED670B94AEEE481...  
Chris Durkin, President

This Policy regarding Collections was adopted by the Board of Directors on the 15th day of February, 2023, effective the 15th day of February, 2023, and is attested to by the Secretary of Summerwood Homeowners Association.

Approved:   
CF79F6F9AF7A4AD...  
Katherine Coolidge, Secretary

## 5 CONDUCT OF MEETINGS POLICY

The following policy and procedures have been adopted by Summerwood Homeowners Association ("Association") pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors ("Board").

Purpose: To establish a uniform and systematic protocol for conducting Association meetings, including Owners' meetings and Board meetings; to ensure equitable participation by Owners while permitting the Board to conduct the business of the Association; and to memorialize the circumstances under which the Board may convene into executive session.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy and procedures governing the conduct of Owner meetings and Board meetings:

1. Owners' Meetings. All Association meetings are open to every Owner or to any person designated by an Owner in writing as the Owner's representative, and Owners or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings; except that at regular and special meetings of the Board, Owners who are not Board members may not participate in any deliberation or discussion except as provided below.
2. Board Meetings. All regular and special meetings of the Board, or any committee of the Board, shall be open to attendance by all Owners or to any person designated by an Owner in writing as the Owner's representative. Except as provided below, Owners who are not members of the Board may not participate in any deliberation or discussion unless and until expressly so authorized by a majority of a quorum of the Board.
3. Owners' Right to Speak at Board Meetings. At Board meetings, before the Board takes formal action on an item under discussion, the Board shall permit Owners or their designated representatives to speak. This is in addition to any other opportunities to speak that may be present on the agenda. The Board may place reasonable time restrictions on those persons speaking during any meeting. The Board shall permit a reasonable number of persons to speak on each side of an issue.
4. Agenda; Open Forum. All Association meetings, including committee meetings, meetings of the Board, and meetings of the Owners, may be conducted by wholly electronic means as long as all parties participating may hear each other during the meeting and in such case all parties participating are deemed present at the meeting. The President of the Board of Directors, and in his or her absence, the Vice President, shall chair all meetings. The agenda for all meetings shall follow the order of business specified by the Association's Bylaws, and if none, in accordance with the order of business determined by the Board. The agenda for Owners' meetings may include an Owner Open Forum during which any Owner or Owner's designated representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy. The agenda for Board meetings may include an Owner Open Forum, subject however, to the Board's right to dispense with or limit the Owner Open Forum at the Board's discretion.
5. Limits on Right to Speak. The Board shall have the right to determine the length of time of any Open Forum. The chair of the meeting may place reasonable limitations upon

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the time given to each Owner seeking to comment, to allow sufficient time for as many Owners as possible to comment within the time permitted. Unless otherwise determined by the chair, the time limit will be three minutes per Owner. The chair shall, to the best of his/her ability, allocate time to each Owner for comment so as to allow as many Owners as possible to speak within the time permitted. Each Owner will only be allowed to speak more than once during Open Forum at the discretion of the Board. No Owner may speak a second time until all Owners wishing to speak have had an opportunity to speak once.

6. Sign-Up Sheets. A sign-up sheet will be made available to Owners immediately prior to the meeting. Any Owner wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Subject to the remaining provisions of this policy, Owners will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Owners wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting.
7. Attorney/Client Privileged Communications. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.
8. Recording of Meetings. Note taking is permitted. However, video or audio recording of all or any portion of any meeting by any Owner or their designated representative is prohibited. The Board may, at its discretion, record the meeting for the purpose of preparing minutes after notifying all participants that the meeting will be recorded. Any recording made by the Board for the purpose of preparing minutes will be routinely deleted once the minutes have been approved.
9. Owner Conduct. No Owner is entitled to speak until recognized by the chair. There shall be no interruption of anyone who has been recognized by the chair except by the chair. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chair and not to other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.
10. Curtailment of Owner Conduct. Should the chair determine that any Owner has spoken for the allocated amount of time or longer, or determine that the Owner is in violation of the provisions of this policy, the chair shall have the authority to instruct that Owner to yield the floor, and that Owner will be obligated to comply with the chair's instruction.
11. Disruptive or Unruly Behavior. If an Owner refuses to stop talking after his/her allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:
  - (a) The chair will issue an oral warning that if the Owner continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, either the meeting will be adjourned, or law enforcement/security will be called to remove the Owner.
  - (b) If the Owner continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chair will call a recess and speak directly to the Owner,

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reiterating that either the meeting will be adjourned and/or law enforcement/security will be called to remove the Owner.

- (c) If the Owner still refuses to cooperate, the chair may choose whether to adjourn the meeting to another time and/or to call law enforcement/security.

12. Executive Session. Notwithstanding any other provision in this policy, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of the Colorado Common Interest Ownership Act, as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:

- (a) Matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
- (b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) Investigative proceedings concerning possible or actual criminal misconduct;
- (d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding an Owner and any referral of delinquency; and/or;
- (f) Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the members of the Board convene in executive session, the chair shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. No rule or regulation of the Board shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following an executive session.

13. Miscellaneous.

- (a) **Waiver**. The Association's failure to enforce any provision of this policy will in no event be deemed to be a waiver of the right to do so thereunder.
- (b) **Supersedes Prior Policy**. This policy supersedes any other policy previously adopted by the Board addressing conduct at Board and Owner meetings.
- (c) **Severability**. If any provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.
- (d) **Supplement of Law**. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.



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Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding the Conduct of Meetings was adopted by the Board of Directors on the 15th day of February, 2023, effective the 15th day of February, 2023, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 6 BOARD MEMBER CONFLICTS OF INTEREST POLICY

The following Policy Regarding Board Member Conflicts of Interest has been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To adopt a policy and procedure to be followed when a Board member has a conflict of interest to ensure proper disclosure of the conflict and voting procedures.

NOW, THEREFORE, IT IS RESOLVED that the Association hereby adopts the following policy regarding Board member conflicts of interest:

1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of the Property (inclusive of the Commons, Green Areas and Sites) in the community. All members of the Board shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to, the Association. All members of the Board shall avoid conflicts of interest and conflicting interest transactions in their dealings with and representation of the Association and shall avoid the appearance of impropriety in those dealings.
2. Definitions.
  - (a) “Conflict of interest” means circumstances under which a Board member may be unduly influenced in his or her decision-making process in favor of or against any particular action.
  - (b) “Conflicting interest transaction” means any contract, transaction, or other financial relationship between the Association and a Board member, or between the Association and a party related to a Board member, or between the Association and an entity in which a Board member of the Association is a director or officer or has a financial interest.
  - (c) “Party related to a Board member” means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Board member or a party related to a Board member has a beneficial interest, or an entity in which a party related to a Board member is a director, officer, or has a financial interest. Unless otherwise defined in this policy, capitalized terms herein shall have the same meaning as in the Declaration or the Association’s Articles of Incorporation or Bylaws.
3. No Loans to Board Members. No loans shall be made by the Association to Board members or officers. Any Board member or officer who assents to or participates in the making of such a loan shall be personally liable to the Association for the amount of the loan until repayment thereof.
4. Disclosure of Conflict of Interest or Conflicting Interest Transaction. At the commencement of any meeting of the Board, the Board shall afford an opportunity to all Board members to declare whether they have any conflicts of interest in any matter affecting the Association that has not previously been disclosed. In advance of entering into a conflicting

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interest transaction, the interested Board member shall declare at an open meeting of the Board, that a contract, transaction, or other financial relationship being contemplated or discussed by the Board may constitute a conflicting interest transaction with such Board member, and the interested Board member shall describe in detail all of the particular facts of the conflicting interest transaction and the conflict of interest giving rise thereto.

If a Board member other than the interested Board member, in good faith, believes that the interested Board member has a conflict of interest, or that the contract, transaction or other financial relationship being contemplated or discussed might constitute a conflicting interest transaction, then such other Board member may disclose the facts upon which such belief is formed, and the remainder of the Board, not including the interested Board member, shall make a good faith determination as to whether a conflict of interest or conflicting interest transaction exists.

5. Action Upon Disclosure. After the interested Board member makes such a declaration, or the remainder of the Board determines that a conflict of interest or a conflicting interest transaction exists, the interested Board member may be counted as present for purposes of establishing a quorum of the Board, but the interested Board member shall not participate in a discussion of the matter giving rise to the conflict of interest or conflicting interest transaction, nor shall the interested Board member vote on the issue giving rise to the conflict of interest or the conflicting interest transaction.
6. Validity of Action. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by an Owner or by or in the right of the Association, solely because (a) the conflicting interest transaction involves a Board member or a party related to a Board member or an entity in which the Board member is a director or officer or has a financial interest, or (b) the Board member is present at or participates in the meeting of the Association's Board or of a committee of the Board that authorizes, approves, or ratifies the conflicting interest transaction, or (c) the Board member's vote is counted for such purpose if:
  - (a) the material facts as to the Board member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or
  - (b) the material facts as to the Board member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Board members entitled to vote thereon; or
  - (c) the conflicting interest transaction is fair as to the Association.
7. Supplement to Law. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
8. Periodic Review. The Board shall review this policy annually and revise if deemed necessary in its discretion.

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Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding Board Member Conflicts of Interest was adopted by the Board of Directors on the 5th day of October, 2020, effective the 5th day of October, 2020, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 7 DISPUTE RESOLUTION POLICY

The following policy and procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5 at a regular meeting of the Board of Directors.

Purpose: To provide a more efficient means of resolving disputes or claims involving the Association and/or the Association’s governing documents and to reduce the costs and fees associated with dispute resolution.

WHEREAS, the Colorado Common Interest Ownership Act, in C.R.S. 38-33.3-124, encourages common interest communities to adopt protocols that make use of mediation in resolving disputes between the Association and one or more Site Owners.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy and procedures governing the resolution of disputes:

1. Dispute Resolution Procedures. Except as otherwise provided in this policy, the following procedures will be followed in all disputes or claims involving the Association and/or the Association’s governing documents.
  - (a) Prior to proceeding with any claim, the party asserting the claim (“Claimant”) shall give written notice of such claim to all opposing parties (“Respondent”), which notice shall state plainly and concisely:
    - i. the nature of the claim, including all persons involved and Respondent’s role in the claim;
    - ii. the legal or contractual basis of the claim (i.e. the specific authority out of which the claim arises); and
    - iii. specific relief and/or proposed remedy sought.
  - (b) After the Respondent receives the notice of claim, the parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. Such efforts may include inspections of the Claimant’s or the Respondent’s Property or Site for purposes of evaluating any alleged violation. Any party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.
  - (c) If the parties do not resolve the claim through negotiations within sixty (60) days after submission of the claim to the Respondent, the Claimant shall have an additional sixty (60) days to submit the claim for mediation. In the event the parties are unable to agree on a mediator, a mediator shall be appointed upon application of either party to the District Court of Summit County. In such event, the claim shall be deemed to be submitted upon filing the petition for appointment of the mediation.
  - (d) If the Claimant fails to submit the claim to mediation within such time, or fails to appear at the mediation, the claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such claim. However, nothing in this policy shall release or discharge Respondent from any liability to any person other than Claimant.

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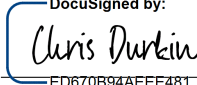
- (e) Any settlement of the claim through mediation shall be documented in writing by the mediator and signed by the parties. If a termination of the mediation occurs, the mediator shall issue a written statement advising that the parties are at an impasse.
  - (f) Unless otherwise agreed, each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all charges of the mediator.
  - (g) Upon termination of mediation if no resolution is reached, if Claimant desires to pursue the claim, Claimant shall thereafter be entitled to file an action in any court having jurisdiction in Summit County for final resolution of the claim.
  - (h) In any action, the court shall award the substantially prevailing party its reasonable costs and attorneys' fees.
2. Exclusions. Unless all parties to the actions outlined below otherwise agree, the following disputes or claims shall not be subject to the provisions of this policy:
- (a) An action by the Association relating to the collection or enforcement of the obligation to pay assessments or other charges set forth in the Association's governing documents; and
  - (b) An action by the Association to obtain a temporary restraining order or preliminary or permanent injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property; and
  - (c) Any action between or among Site Owners, which does not include the Association as a party, if such action asserts a claim which would constitute a claim for relief independent of the Association's governing documents; and
  - (d) Any action in which any indispensable party is not the Association, its officers, directors, or committee members, or a person subject to the Association's governing documents, or their officers, directors, partners, members, employees and agents; and
  - (e) Any action to enforce a settlement agreement made under the provisions of this policy.
3. Judicial Enforcement. If the parties agree to a resolution of any claim through negotiation or mediation in accordance with this policy, and any party thereafter fails to abide by the terms of such agreement, then any other party may file its action in court to enforce such agreement without the need to again comply with the procedures set forth in this policy. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties as the court may determine) all costs incurred in enforcing such agreement, including without limitation, reasonable attorneys' fees and court costs.
4. Statute of Limitations. The Claimant need not follow the procedures set forth above, if the Claimant would be prejudiced by the running of or lapse of an applicable statute of limitation or statute of repose. In addition, no claim may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.

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5. Interaction with Enforcement Policy. It is not the intent of this policy to supersede any of the provisions of the Association's Enforcement Policy (Section 8 of the Policies, Procedures & Rules Manual), nor is the intent of this policy to require the Association to follow the procedures set forth herein before having the ability to bring enforcement actions or impose fines or other sanctions under the Enforcement Policy.

Summerwood Homeowners Association

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding Dispute Resolution was adopted by the Board of Directors on the 5th day of October, 2020, effective the 5th day of October, 2020, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 8 ENFORCEMENT POLICY

The following procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To adopt a policy setting forth procedures for the enforcement of the Association’s restrictive covenants and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association adopts this Covenant Enforcement Policy (“Policy”) for the enforcement of the Association’s restrictive covenants and rules:

### 1. GENERAL PROVISIONS

- (a) Power. The Board of Directors (“Board”) has the authority to hear and make decisions regarding alleged violations and written complaints filed with the Board and impose fines or other sanctions, pursuant to this policy. The Board may determine enforcement action on a case-by-case basis in the exercise of its reasonable business judgment and consistent with the law, and take other actions as it may deem necessary and appropriate to assure compliance with the Declaration of Covenants, Conditions and Restrictions for Summerwood (“Declaration”), the Association’s Articles of Incorporation, Bylaws, and Policies, Procedures and Rules (collectively the “Documents”) promulgated thereunder, and to further the Documents’ purposes.
- (b) Other Enforcement Remedies. These enforcement provisions may be in addition to other specific remedies outlined in the Documents. The Association is not required to follow these enforcement provisions before seeking such other remedies that do not include the levying of fines or bringing legal action against an Owner. The Association may seek assistance with towing and from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.
- (c) Responsibility for Actions of Tenant or Guest. Owners are responsible for the actions of their tenants and guests. If an Owner’s tenant or guest violates the Documents and a fine is imposed, the fine shall be assessed against that Owner.
- (d) Reporting Violations. An Owner may report a violation of the Documents by filing a written complaint with the Association’s Board or community association manager. In addition to acting upon a complaint by and Owner, the Board or community association manager, upon their own discovery of an alleged violation of the Documents, may initiate these enforcement procedures upon a reasonable determination that a violation has been committed. All complaints shall be maintained with the Association’s records relating to the unit associated with the complaint, but are not records that the Association must produce under C.R.S. § 38-33.3-317. The written complaint by an Owner reporting a violation shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location, and persons involved. While the Association will not accept anonymous complaints, the Association is not obligated to disclose the identity of the complaining party unless otherwise required by law.



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- (e) Impartial Decision-Maker. The Association shall rely upon an impartial decision maker for all decisions concerning potential violations. An impartial decision maker is a person or group of persons who do(es) not have any direct personal or financial interest in the outcome. A decision maker will not be deemed to have a personal or financial interest in the outcome, if the outcome will not cause the decision maker any greater benefit or detriment than the community's general membership.
- (f) General Notice Requirements. If the Association determines that a unit Owner or someone acting through them has violated the Documents, the Association shall send the unit Owner a Health & Safety Notice, as described in Section 2(b), below, or a Notice of Violation, as described in Section 3(a), below. All notices must be in English and in any language the unit Owner ("Respondent") has indicated a preference for pursuant to C.R.S. 38-33.3-209.5(1.7)(a)(1). In addition, all notices must include
  - i. the details of the complaint, or include a copy of the complaint;
  - ii. the action or actions that may be taken by the Association in response to the alleged violation, including the interval upon which fines may be imposed if the violation is continuing in nature and the time after which the Association may commence legal action to obtain compliance;
  - iii. the action or actions required to cure the alleged violation;
  - iv. the Respondent's right to be heard, either orally or in writing; and
  - v. the process to request and schedule an in-person hearing.
- (g) Additional Notices. The Association may send additional notices to the Respondent, either before or after the notices specifically set forth in this policy.
- (h) Confirmation of Cure. Once the Respondent cures a violation, the Association shall notify the Respondent that the Respondent will not be further fined with respect to that specific violation and of any outstanding fine balance that the Respondent owes to the Association.

## 2. HEALTH AND SAFETY VIOLATIONS

- (a) Definition. Health and safety violations are those violations that have the potential to affect a person's mental or physical condition and circumstances likely to cause danger, risk, or injury to people, pets, or property. These violations may include, but are not limited to: noise violations; fire hazards; hoarding; infestations of insects, mice, rats, or other vermin; short-term rental violations; parking violations; structural, electrical, or plumbing alterations; harassment; and violations of local, state, or federal law intended to protect public health and safety.
- (b) Notice of Health & Safety Violation. If the Association reasonably determines that a health and safety violation has occurred, it shall send a notice ("Health & Safety Notice") to the Respondent that meets the requirements set forth in Section 1(f), above, and demands the Respondent cure the violation within 72 hours of receiving the Health & Safety Notice or face fines, legal action, or both. The Health & Safety Notice shall also state that if the Respondent fails to cure the violation within the initial 72-hour compliance window, the Association may then assess fines for the ongoing violation every other day. If possible, the Association shall send the Health & Safety Notice to the Respondent by email, to the email address provided

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by Respondent to the Association. If Respondent has not provided the Association with an email address, the Association shall send the Health & Safety Notice by regular U.S. Mail, and may also send it by certified mail, return receipt requested, or by posting it at the unit. The Health & Safety Notice shall include the fine schedule set forth in Section 2(d), below. In addition, the Health & Safety Notice shall inform the Respondent that they may appeal any fine by submitting a written request for a hearing within 14 days of the date the Association issues the Health & Safety Notice.

- (c) Inspection. The Association shall inspect to see whether the Respondent has cured the health and safety violation as soon as practicable after the 72-hour cure period has passed. If the Respondent has failed to cure the violation, the Association may impose fines on the Respondent in accordance with Section 2(d), below.
- (d) Fines for Health & Safety Violations. If the Respondent fails to cure a health and safety violation within 72 hours of receiving the Health Safety Notice, the Association may fine the Respondent as frequently as every other day for ongoing or repeated violations according to the following fine schedule:

Table 1: Fines for health and safety violations

Fines for Discrete Violations	Fine Amount
First violation	\$ 500.00
Second violation	\$ 750.00
Third & subsequent violations	\$ 1,000.00

- (e) Request for Hearing. Respondents may request a hearing regarding any fine for a health and safety violation by submitting a written request to the Association within 14 days of the date the Association issues the Health Safety Notice or assesses a fine for the violation assigned in the Health and Safety Notice. The hearing shall comply with the procedures set forth in section 21, below.
- (f) Commencement of Legal Action. If the Association determines that Respondent has failed to cure a health and safety violation within the 72-hour cure period, the Association may commence legal action in accordance with section 5(a), below.

### 3. REGULAR VIOLATIONS

- (a) Notice of Violation. If the Association reasonably determines that a violation of the Documents has occurred, and it is not a health and safety violation as defined above in Section 1(h), the Association shall send a notice to the Respondent ("Notice of Violation") that meets the requirements set forth in Section 1(f), above, as well as this section. The Association shall send the Notice of Violation by certified mail, return receipt requested, as well as by prepaid, first-class United States mail, addressed to the Respondent's mailing address appearing on the Association's records. The Association may also send the Notice of Violation to any electronic mail address on file with the Association and provided by the Respondent. The Notice of Violation shall advise the Respondent that they have 30 days to cure the violation ("First Cure Period") which commence on the date the Association issues the Notice of Violation and shall further provide for a second consecutive 30-day cure period ("Second Cure

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Period”) in the event the violation is not cured within the First Cure Period.

The Notice of Violation shall include the fine schedule set forth in Section 3(d), below, and inform the Respondent that if they fail to cure the violation within the First Cure Period or Second Cure Period, the Association will assess one or more fine(s) in accordance with the schedule.

Further, the Notice of Violation shall inform the Respondent that if they cure the violation within the First Cure Period or Second Cure Period, they may provide the Association with written notice of the cure (“Notice of Cure”) and that if the Notice of Cure includes visual evidence that the violation has been cured, the violation is deemed cured as of the date the Respondent sends the notice.

Finally, the Notice of Violation shall inform the Respondent that they may submit a written request for an in-person hearing within 14 days of the date the Association sends the Notice of Violation or assesses a fine for the violation described in the Notice of Violation.

- (b) Notice of Cure. If the Respondent cures the violation within any Cure Period, the Respondent may send the Association a written Notice of Cure. If the Respondent includes visual evidence that they have cured the violation, the violation is deemed cured on the date the Respondent sends the notice. If the Respondent does not provide visual evidence with their Notice of Cure, the Association shall inspect for compliance as soon as practicable after receiving the Notice of Cure.
- (c) Inspection. The Association shall inspect Respondent’s property within seven days after expiration of each Cure Period and shall notify the Respondent if the violation remains uncured and whether any fine has been assessed. If a violation has not been cured within the First Cure Period or Second Cure Period, regardless of any notice provided or hearing requested by the Respondent, the Association may assess a fine as provided in this Policy.
- (d) Fines for Regular Violation. Fines may be levied by the Board or the impartial decision maker for regular violations of the Documents as follows:

Table 2: Fines for regular violations

Fines for Discrete Violations	Fine Amount
First violation (first Notice of Violation)	\$ 50.00
Second violation (second Notice of Violation)	\$ 250.00
Third violation (third Notice of Violation)	\$ 250.00

- (e) Request for Hearing. Respondents may request a hearing to appeal any fine for a regular violation by submitting a written request to the Association within 14 days of the date the Association issues the Notice of Violation or assesses a fine for the violation described in the Notice of Violation. The hearing shall comply with the procedures set forth in Section 4(a), below.
- (f) Commencement of Legal Action. If the Association determines that Respondent has

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failed to cure a regular violation within the Second Cure Period, the Association may commence legal action in accordance with Section 5(a), below.

### 4. HEARING PROCEDURE

- (a) Hearing to Appeal Fines. If a Respondent timely requests a hearing regarding a fine, the Association shall schedule a hearing and provide the Respondent with written notice of date and time at least 7 days in advance. The Board may grant continuances for good cause. Each hearing shall be held by the Board, or another impartial decision maker appointed by the Board. The Board or the impartial decision maker may:
  - (a) exercise its discretion as to the specific manner in which a hearing shall be conducted;
  - (b) question witnesses and review evidence; and
  - (c) act as it may deem appropriate or desirable to permit it to reach a just decision.The Respondent is required to attend the hearing and may present relevant evidence. If the Respondent fails to attend the hearing, Respondent will be deemed to have waived their right to appeal the fine(s) in question and the Association shall not be required to provide Respondent with any further notice regarding such fines. Any interested party may present relevant evidence at the hearing. Any decision by the Board or the impartial decision maker shall be fair and reasonable taking into consideration all the relevant facts and circumstances.
- (b) Decision on Fine Hearing. The Board or other impartial decision maker shall render its decision on whether to rescind the fine(s) in question based on the information contained in the complaint, evidence presented at the hearing (if any), and the Respondent's written response (if any), and considering all the relevant facts and circumstances. If the Board does not inform the Respondent of its decision at the time of the hearing, the Board will provide a written notice of the decision to the Respondent's address of record via regular U.S. mail within five(5) business days after the decision is made.

### 5. COMMENCEMENT OF LEGAL ACTION

- (a) Commencement of Legal Action. The Association is not required to impose fines before seeking to enforce the Documents by taking legal action, including, but not limited to, commencement of lawsuit to force compliance or seeking injunctive relief, damages, or both. However, the Association shall not commence legal action for a health and safety violation until it has confirmed, through inspection, that the Respondent has failed to cure the violation within 72 hours of receiving the Health & Safety Notice. Similarly, the Association shall not commence legal action against the Respondent for a regular violation until the Association has confirmed, through inspection, that Respondent has failed to cure the violation before the end of the Second Cure Period.
- (b) Liability for Attorney's Fees, Costs, and Damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding or correspondence under this Policy. If a violation involves damage to Association property, the Association may charge the Respondent for the costs of repair or replacement.
- (c) Lien. Fines imposed pursuant to this Policy shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration; fines are part of the Association's lien but are not subject to a foreclosure action.

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### 6. ALTERNATIVE REMEDIES

- (a) Suspension of Privileges. In addition to levying fines, and without limiting the Association's remedies under the Documents, the Board may suspend membership privileges, which may include, but shall not be limited to, suspension of access to Association amenities and suspension of voting privileges, and impose other sanctions in accordance with the Documents and applicable Colorado law. The Association is not required to follow the procedures set forth in this Policy to suspend membership privileges and instead may follow other procedures specified in the Documents for such suspension. If the Documents do not specify procedures for suspension of privileges or state conditions for when procedures are automatically suspended, the Association shall provide reasonable notice and opportunity for a hearing prior to the suspension of privileges. The Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation and for up to 60 days thereafter, unless such violation is a continuing violation, in which case such suspension may continue for as long as such violation continues and for up to 60 days thereafter. However, nothing in this section shall require notice and an opportunity for the suspension of voting privileges if the Documents do not require a hearing.
- (b) Owner-to-Owner Enforcement. Individual Owners have the right to enforce the Documents against other Owners and are not bound by the procedural and notice requirements imposed on the Association by C.R.S. § 38-33.3-209.5. Consequently, certain types of violations may be best handled through Owner-to-Owner legal action.
- (c) Governmental Enforcement. If a violation of the Documents also constitutes a violation of local, state, or federal law, the Association may request that the applicable governmental entity enforce that law.

### 7. MISCELLANEOUS

- (a) Waiver. The Association's failure to enforce any provision of this policy is never a waiver of the right to do so thereafter.
- (b) Communications. Any Owner may provide the Association with written notice of any additional designated contact for correspondence and notices, as well as any language other than English that the Owner prefers for correspondence and notices by Certified Mail, Return Receipt Requested, and electronic mail to the address used by the Association for receipt of complaints. The Owner is responsible for all costs incurred by the Association in providing notices and translations as provided herein.
- (c) Severability. If a provision of this policy is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this policy.
- (d) Supersedes Prior Policy. This policy supersedes any other policy previously adopted by the Board addressing the enforcement of the Association's restrictive covenants and rules.
- (e) Example violations are listed in Table 3.

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Table 3: Examples of Violations

CATEGORY	EXAMPLES
Unauthorized Construction (Regular Violation)	Initiation of any construction (both interior and exterior) without prior approval of plans by ACC for exterior project or without prior notification of interior project.  Proceeding with any project without Summit County building permit, if required.  Construction of dog kennel or other out-building.
Failure to obtain Truck Impact approval from Board and to pay Truck Impact Fee to HOA (Regular Violation)	For project vehicles with a GVWR of 15,000 lbs. or greater: a) Failure to provide Board with estimated number of truck trips (in and out). b) Failure to maintain truck log. c) Failure to agree to camera monitoring (or get waiver of same). d) Failure to pay truck impact fee in advance of the project. e) Failure to pay for truck trips in excess of the estimate provided in a), above.
Unauthorized Tree Removal (Regular Violation)	Removal of trees from the Commons; removal of trees from a Lot without prior ACC approval.
Rental Policy (Regular Violation)	Renting or attempting to rent Owner's property long term without notice to the HOA.  Presence of tenant pets on property while property is rented.
Alarm Policy (Regular Violation)	Repeated false alarms from home security system.
Pets (Health & Safety Violation)	Failure to leash dog when off Owner's property.
Exterior Maintenance (Regular Violation)	Failure to repaint/re-stain/re-roof when necessary to maintain Owner's property in a first-class state of appearance.  Failure to obtain ACC approval for repainting/re-staining/re-roofing.
Compliance (Regular Violation) (Health & Safety Violation)	Failure to comply with the requirements of any policies, rules, regulations, or procedures after appropriate action by the Board.
Landscape Maintenance (Regular Violation)	Failure to mow property on a regular basis and to maintain intentional landscaping including shrubbery.

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(continued)

CATEGORY	EXAMPLES
Fire Mitigation  (Health & Safety Violation)	Failure to clear fire mitigation zone around Owner's buildings.
Sports Complex  (Health & Safety Violation)	Failure to clean the Sports Complex after a party.
Construction Site	Failure to maintain site free of trash and excess debris.
Construction Considerations  (Health & Safety Violation)	Failure to maintain adequate sanitation facilities on site and failure to shield such facilities from view.  Exceeding one-year construction completion date. Commencement date is set by ACC approval of project plan or first activity if failure to get ACC approval. ACC sign-off including certificate of occupancy, if required, is only acceptable evidence of completion date.  Exterior construction and/or interior construction in multi-unit dwellings outside of posted construction hours.
Parking on Street in Excess of 4 Hours  Overnight Parking at the Club House/Sports Complex Parking Lot Without Board Permission  Parking in a "No Parking" zone.  (Health & Safety Violation)	On-street parking by Owners, Owners' guests and/or Owner's contractors in excess of 4 hours without obtaining waiver from the Board.  Parking more than 4 hours and/or overnight in the parking lot at the Club House/Sports Complex without Board permission.  Parking where "No Parking" signs are posted.
Interfering with Quiet Enjoyment  (Health & Safety Violation)	Emitting excessive noise, dust, annoying lights, sounds and odors. Quiet hours are from 10 PM until dawn. Construction hours are limited to weekdays (except holidays) from 8 AM to 5 PM.

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Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Enforcement Policy was adopted by the Board of Directors on the 15th day of February, 2023, effective the 15th day of February, 2023, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary



## 9 MAINTENANCE, INSPECTIONS AND COPYING OF ASSOCIATION RECORDS POLICY

The following procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To establish a uniform policy and procedures for the maintenance, inspection and copying of Association records by Owners; to establish the type of records kept by the Association or its agent; and to establish the cost of copying Association records.

WHEREAS, the Colorado Common Interest Ownership Act, in C.R.S. 38-33.3-317, gives all Owners the right, during reasonable business hours, to examine and copy the financial and certain other records of the Association.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the maintenance, inspection and copying of Association records:

1. Association Records. The following shall be the sole records of the Association for purposes of document maintenance and retention and production to Owners for inspection and copying:
  - (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 Owners and Board, a record of all actions taken by the Owners and/or Board without a meeting, and a record of all actions taken by any committee of the Board;
  - (d) Written communications among, and the votes cast by, Board members that are:
    - i. Directly related to an action taken by the Board without a meeting pursuant to C.R.S. section 7-128-202; or
    - ii. Directly related to an action taken by the Board without a meeting pursuant to the Association’s Bylaws;
  - (e) The names of Owners in a form that permits preparation of 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 vote;
  - (f) Its current Declaration of Covenants, Bylaws, Articles of Incorporation, Manual of Policies, Procedures containing responsible governance policies adopted pursuant to C.R.S. section 38-33.3-209.5, and other rules, regulations and other policies adopted by the Board;
  - (g) Monthly and annual financial statements showing in reasonable detail its assets and liabilities and results of its operations for the past three years and tax returns of the Association for the past seven years, to the extent available;

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- (h) A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and officers;
  - (i) Its most recent annual report delivered to the Secretary of State;
  - (j) Financial records sufficiently detailed to enable the Association to comply with C.R.S. 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 Board or Committee actions to approve or deny any requests for design or architectural approval from Owners;
  - (n) Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;
  - (o) Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners;
  - (p) All written communications within the past three years to all Owners generally as Owners;
  - (q) The Association's operating budget for the current fiscal year; and
  - (r) A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies, which list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
2. Request for Records. All records maintained by the Association shall be available for examination and copying (including electronic transmission if available) by an Owner or the Owner's authorized agent. Any Owner or authorized agent requesting records must submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents. Records may be inspected and copied between 9 AM and 4 PM, Monday through Friday, except for holidays, at the Association's management offices. Notwithstanding the above, at the discretion of the Board, all records may also be inspected at the next regularly scheduled meeting of the Board if such meeting occurs within thirty (30) days after the request to inspect has been received. Any permitted inspection must not disrupt the ordinary business activities of the Association or its managing agent.
3. Charges for Records. 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, which may include the cost or recovery and re-storage of off-site records. The charge may not exceed the estimated cost of production and reproduction of the records. Unless otherwise provided in a Board resolution or in the management agreement for the Association, the Association will charge twenty-five cents (\$.25) per page for copies, including electronic scans, of records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.

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4. Purpose of Records Request. The Association may not condition the production of records upon the statement of a “proper purpose,” except that Association records and the information contained therein shall not be used for any commercial purpose.
5. List of Owners. A list of Owners or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner without the prior consent of the Board. Without limiting the foregoing sentence, without the consent of the Board, a list of Owners, 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 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.
6. Records That May Be Withheld. Records maintained by the Association may be withheld from inspection and copying at the Board's discretion 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, including but not limited to confidential litigation files and matters covering consultation with legal counsel concerning disputes that are subject of pending or imminent court proceedings or are privileged or confidential between attorney and client.;
  - (d) Disclosure of information in violation of law;
  - (e) Files dealing with investigative proceedings concerning possible or actual criminal misconduct;
  - (f) Records of an executive session;
  - (g) Individual properties other than that of the requesting Owner;
  - (h) Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board of Directors; or
  - (i) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
7. Records That Must Be Withheld. Records maintained by the Association are not subject to inspection and copying, and shall be withheld, to the extent that they are or concern:
  - (a) Personnel, salary, or medical records relating to specific individuals; or
  - (b) Personal identification and account information of Owners and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers. However, if a member or resident provides the Association with prior written consent, either by electronic mail or other writing, to the disclosure of either their telephone numbers or electronic mail addresses, or both, the Association may publish that information to other Owners and

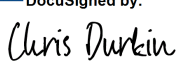
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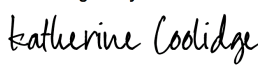
residents. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.

8. Board's Discretionary Rights. At the discretion of the Board, certain records may only be inspected in the presence of a Board member. No records may be removed from the Association's principal office without the express written consent of the Board. If an Owner requests to inspect records, the Association may photocopy and provide the requested records to the Owner in lieu of the Owner's inspection of the records, if consented to and paid for by the Owner.
9. Commercial Purpose. Association records and the information contained therein shall not be used for commercial purposes.
10. No Obligation to Create Documents. The Association is not obligated to compile or synthesize information in its records. If the Association agrees to compile or produce information or documents not identified in this policy as an Association record, the Association may charge additional fees to the requesting Owner to cover the actual expenses associated with such compilation or production.
11. Damages. The Association reserves the right to pursue any individual for damages or injunctive relief or both, including reasonable attorneys' fees, for abuse of these rights, including, but not limited to, use of any records for a prohibited purpose.
12. Deviations. The Board or its agent may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.
13. Supersedes Prior Policy. This policy supersedes in its entirety any other policy or procedure previously adopted by the Board addressing the inspection and copying of Association records including, but not limited to, Bylaws Article VII Section 2. (I) "Association Records" and the procedures described in the Summerwood Board of Directors Operating Manual part II. A. 6. "Inspection and Copying of Association Records by Unit Owners".

Summerwood Homeowners Association

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding Maintenance, Inspection and Copying of Association Records was adopted by the Board of Directors on the 5th day of October, 2020, effective the 5th day of October, 2020, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 10 RESERVE STUDIES AND FUNDING PLAN POLICY

The following policy has been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, in accordance with the Association’s policy regarding adoption and amendment of policies at a regular meeting of the Board of Directors.

Purpose: To adopt a policy addressing the need for a reserve study, funding of any work recommended by the reserve study and projected sources of funding, and whether the reserve study is based on a physical analysis and financial analysis. It is the Board’s desire to create and maintain adequate reserves to provide for the orderly maintenance, repair, replacement and improvement of the common areas so as to minimize the risk to the membership of special assessments, deferred maintenance, or unfunded losses.

NOW, THEREFORE, IT IS RESOLVED that the Board of Directors does hereby adopt the following policy regarding reserves:

1. Need for Reserve Study

The Association is obligated to maintain, repair, replace or improve certain common elements (Commons and Green Areas) within the community.

2. Reserve Study

- (a) The Association will conduct periodic reserve studies based on recommendations obtained from an independent, qualified reserve study professional, or based on an internal examination of the common elements and a financial analysis of the requisite reserves as required by this policy.
- (b) Depending on available resources, the Association may either engage a third-party or may make in-house interim updates to a professional reserve study and may adjust the schedule for updating the reserve study. An update to a reserve study may result from an on-site review of the property or an offsite review of the reserve study and the Association’s governing documents. The Board of Directors (Board) should consider the following factors when determining the schedule for interim updates to a reserve study:
  - i. Significant additions or replacements to the common elements since the last reserve study;
  - ii. Wear and tear to common elements due to unseasonable weather or lack of maintenance;
  - iii. Technological or product development improvements that could result in cost savings;
  - iv. Substantial increases in cost of materials or labor;
  - v. Any scheduled maintenance, repairs, or replacements that the Association deferred or accelerated;
  - vi. Whether reserve income was received as planned;
  - vii. Whether reserve expenditures were incurred as planned;
  - viii. The Association’s selected method of funding reserves.

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- (c) The full reserve study will consist of a physical analysis and a financial analysis. Interim updates may consist of a physical analysis, a financial analysis, or both. A physical analysis includes an inventory of all improvements that the Association is responsible for maintaining, repairing, replacing or improving and a visual inspection of those items to determine their existing condition. A financial analysis includes an evaluation of the estimated remaining life of an item, the adequacy of existing reserve funds, projected future reserve income, projected future reserve needs, and the ability to meet future reserve needs under the existing funding plan.
- (d) As of the date of this policy, the Association will review the need to update its reserve study every five years.

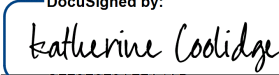
3. Funding Plan

- (a) The Board will determine the minimum dollar amount for repairs and replacements to be allocated to the reserve fund. The Board will determine which expenses should be expended from the reserve fund or expended from other operating accounts.
- (b) The Board will endeavor to maintain the Association's reserve fund balance at or above 70% of the fully-funded amount by allocating a portion of regular annual assessments to the reserve fund. Should unforeseen circumstances result in the reserve fund balance falling below 70% of the fully-funded amount, the Board will endeavor to bring the fund balance back to 70% within three years by increasing the allocations from regular annual assessments, or by special assessments, or both.
- (c) The Board may elect to apply funds from its operating account to maintenance, repair or replacement costs otherwise covered by reserve funds .
- (d) The Association will invest all reserve funds in accordance with the Association's policy regarding investment of reserve funds.

Summerwood Homeowners Association

Approved:   
Chris Durkin, President

This Policy regarding Reserve Studies and Funding Plan was adopted by the Board of Directors on the 5th day of October, 2020, effective the 5th day of October, 2020, and is attested to by the Secretary of Summerwood Homeowners Association.

Approved:   
Katherine Coolidge, Secretary

## 11 RESERVE FUND INVESTMENT POLICY

The following procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To protect and ensure the safety of the assets and capital improvements of the Association and those volunteers who participate in the investment process and to further provide guidance to those who offer investment services to the Association, including brokers/dealers, banks, consultants, savings institutions, and custodians.

The following investment policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal investment management of the Association’s reserve funds. This policy does not set forth: (1) the minimum reserve fund balance required of the Association; (2) any mandate for an annual reserve fund study; or (3) the tax consequences of the investment options contained herein.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policies and procedures for the investment of the Association’s reserve funds:

### 1. Investment Objectives

All funds which are held for capital expenditures as a part of the reserve fund shall be deposited and invested by the Association in accordance with Colorado Revised Statutes and resolutions enacted by the Association’s Board of Directors (Board) in a manner to accomplish the following objectives:

- (a) Safety of Funds: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital, with the objective of mitigating credit risk and interest rate risk.
  - i. Credit Risk: The Association will minimize credit risk, the risk of loss due to the failure of the financial institution, by:
    - A. Limiting investments to the safest types of investments as provided for herein;
    - B. Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the Association does business; and
    - C. Subject to the limitations herein, diversifying the investment portfolio so that potential losses on individual investments will be minimized.
  - ii. Interest Rate Risk: The Association will minimize the risk of the market value of investments in the portfolio due to changes in general interest rates by:
    - A. Structuring the investment portfolio so that investments mature sufficiently close to cash requirements for ongoing operations, thereby minimizing the potential need to sell investments prior to maturity; and
    - B. Investing all funds primarily in short- to intermediate-term investments.
- (b) Liquidity of Funds: The investment portfolio shall remain sufficiently liquid to meet all planned reserve fund expenditures for the following fiscal year. To ensure that

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adequate reserve funds are available to pay the Association's reserve expenditures, annual reserve fund investments shall reasonably match the planned reserve fund expenditures for the following fiscal year.

- (c) Types of Investments: The reserve fund portfolio shall consist largely of Money Market Accounts and/or Certificates of Deposit.
- (d) Yield: Subject to the restrictions on the types of investments, the Association's portfolio shall earn a competitive market rate of return on available funds throughout budgetary and economic cycles. In meeting this objective, the Association, through the Board, will take into account the Association's investment risk, constraints, and cash flow needs.

### 2. Delegation of Authority

Responsibility for conducting investment transactions for the Association resides with the Treasurer. The President of the Board will be considered an authorized person to assist the Treasurer in performing investment management, cash management, or treasury functions. Persons authorized to transact investment business for the Association are limited to these two officers. The Treasurer will provide a copy of this investment policy to all of the Association's investment service providers. Owners will receive a copy of this investment policy from the Treasurer upon request. The Treasurer may engage the support services of outside professionals, subject to the availability of budgeted funds and approval from the Board. The Board shall provide a copy of this policy to the newly elected Treasurer at the assumption of office.

### 3. Ineligible Investments and Transactions

The Association shall not invest in the following asset classes:

- (a) Individual stocks;
- (b) Equity mutual funds, domestic or foreign;
- (c) Mutual funds consisting of bonds or mortgages and or derivatives;
- (d) Options on equity, debt or commodities;
- (e) Floating rate securities; and
- (f) Investment in a single institution in excess of FDIC insurance limits.

- 4. Selection of Banks and Credit Unions as Depositories and Providers of General Banking Services Banks, savings institutions and credit unions shall be approved by written resolution by the Board to provide depository and other banking services for the Association. To be eligible for authorization, a bank, savings institution and investment service must be domiciled in the United States and be a member of the FDIC. To be eligible for authorization, a credit union must be domiciled in the United States and accounts must be insured by the National Credit Union Share Insurance Fund (NCUSIF). Banks, saving institutions and credit unions failing to meet the minimum criteria outlined in this paragraph, or, in the judgment of the Treasurer or Board, no longer offering adequate safety to the Association funds, shall be unauthorized to provide depository and other banking services for the Association.

### 5. Reporting



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On an annual basis, an investment report shall be prepared and submitted by the Treasurer or an outside advisor, who will provide such report to the Board in a timely manner, listing the reserve fund investments held by the Association and the current market valuation of the investments. The report shall include a summary of investment earnings during the prior fiscal year. The Board shall make available to requesting Owners a listing on an itemized basis as to amount, type and rate of return, of the instruments, funds and accounts in which Association funds are invested or deposited.

6. Policy Revisions

The Board shall review this reserve fund investment policy periodically and may amend the policy as conditions warrant. The Treasurer may recommend amendments to this policy as necessary.

7. Effect on Prior Policies

The provisions of this policy shall be in addition to and in supplementation of the terms and provisions of the Declaration and the law of the State of Colorado governing the Association and shall supersede the Bylaws Article XV "Reserve Policy".

Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding the Reserve Fund Investment was adopted by the Board of Directors on the 5th day of October, 2020, effective the 5th day of October, 2020, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 12 FIRE MITIGATION POLICY

The following procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors. It is reauthorizing the Fire Mitigation Policy adopted by the Board on February 4, 2011.

Purpose: To provide Summerwood with management guidelines and an implementation plan to improve tree and forest health and to reduce the risk of property loss due to wildfire.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policies and procedures for the management of tree and forest health and reduction of risk of property loss due to wildfire.

### 1. Assessment

- (a) Summerwood engaged A Cut Above, forestry service, in 2010 to assess the forest health and risk of wildfire.
- (b) The known risks are that the lodgepole beetle infestation has multiplied exponentially over the past several decades. The forestry service estimates that there will be a loss of 9% of untreated lodgepole pine trees greater than 6 inches in diameter by the time the pine beetle returns to endemic levels. Fire risks faced by Owners far exceed earlier years due to massive forest decimation.
- (c) The goal of the assessment is to develop a plan to mitigate the risk of wildfire damage to Summerwood life and property by taking measures within the Owners’ and the Association’s control.

### 2. The Plan

- (a) The plan objectives are to provide:
  - i. Reduced risk of wildfire within Summerwood
  - ii. Reduced risk of personal injury due to wildfire
  - iii. Reduced risk of property loss
  - iv. Access opportunities for firefighting crews
  - v. Defensible space around homes
  - vi. Restoration and reforestation of native plants
- (b) The plan will map wildfire areas of defensible space:
  - i. Zone 1. Area 15-20 feet from a structure (including decks or eaves). Embers from nearby fires ignite the roof or tall dry grass and shrubs next to a structure.
  - ii. Zone 2. Area from zone one to 100 feet but primarily within 45 feet of a structure that could include trees that are in poor form, dead or defective.
  - iii. Zone 3. Area exceeding 100 feet from a structure.
- (c) Plan recommendations that have and will continue to be implemented by the Board:
  - i. Continuous spraying of lodgepole pine trees (since 2005).

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- ii. Removal of infested and dead lodgepole pine trees.
- iii. Prophylactic spraying of spruce trees (spruce beetle has been found in Summerwood).
- iv. Revegetation of trees in areas where watering is possible (currently along the front of the subdivision on either side of the entrance).

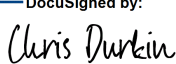
3. Association Responsibilities

- (a) Actions (or inactions) by individual Owners can and often do affect their neighbors and the overall community. The Board will work with individual Owners to help them define and achieve a rational defensible space around their home.
- (b) Financial responsibility for any work will be the Owner's for work on their private Property and the Association's for work on the Commons.
- (c) The Association will continue to follow the comprehensive plan of tree removal and spraying recommendations from A Cut Above or any current forestry service.
- (d) When tree removal close to a home (within 15-20 feet) is recommended, the Board will contact the Owner and explain the recommended work. With the Owner's concurrence and agreement on financial responsibility the Management Company will contract the current forestry service to complete the work.
- (e) The Association will replace trees on the Commons as recommended and within budget constraints. If tree replacement is close to a home, prior approval of the Owner and their commitment to watering will be requested.
- (f) The Association will cut roadside and Commons grass as recommended for fire mitigation.

4. Owner Responsibilities

- (a) Owners will cut high grass, low-lying tree branches and woody shrubs that abut or are close to their home consistent with the fire mitigation recommendations.
- (b) Owners will share responsibility to protect their home and, consequently, the Summerwood community, by removing wildfire fuel risks close to their home.

Summerwood Homeowners Association

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding Fire Mitigation was reauthorized by the Board of Directors on the 7th day of January, 2021, effective the 4th day of February, 2011, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 13 TRUCK IMPACT FEE POLICY

The following policies and procedures have been adopted by the Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors. The Policy herein is reauthorizing and updating the Truck Impact Fee calculation and vehicle weight limitations adopted by the Board on May 8, 2020. This revised policy shall be applicable for any projects beginning after February 15, 2023; all projects that are already in progress as of that date may continue to use the policy in place at the time of their project approval.

**Purpose:** To establish a policy to calculate and charge Owners for the impact of heavy truck traffic on Summerwood roads, and to provide guidance and limitations on the Gross Vehicle Weight Rating (GVWR) of vehicles operating on Summerwood’s roads.

**Background:** The roads in the Summerwood neighborhood are private. The cost of maintenance of the roads by ordinary traffic (light trucks and cars) is included in Owner dues and budgeted for in the long-term financial planning for the Association. Use of the roads by Owners engaging in construction or other projects requiring the use of vehicles with a GVWR of 15,000 pounds or greater causes extraordinary wear on Summerwood roads. The cost of maintenance for this accelerated wear is the responsibility of the Owner(s) causing the wear.

### **Guidance and Limitations**

- a) No vehicle with a GVWR of 80,000 pounds or greater may enter Summerwood without prior coordination and express approval from the Summerwood onsite property manager. This requirement is in addition to any prior approval from the Summerwood board and is intended as a means of keeping the property manager informed of daily vehicle operations for a project.
- b) No vehicle with a GVWR exceeding 120,000 pounds, regardless of load, may use Summerwood roads.
- c) All vehicles with a GVWR between 80,000 pounds and 120,000 pounds (“overweight vehicle”) must coordinate with the Summerwood onsite property manager to identify culverts, overpasses, tight turn areas, and other road locations where overweight vehicles may cause damage. At the discretion of the property manager, direct supervision of the operation of such vehicles by the property manager may occur. Photographic and video recordings may be used to document the “before” and “after” condition of the roadway and/or actual transit of the vehicle. The immediate repair of any damage to the described vulnerable areas caused by the operation of an overweight vehicle is the responsibility of the owner benefiting from the vehicle’s operation; at its discretion, the board may require the completion of any roadway repair as a condition of the continuation of the subject project.
- d) There are numerous areas of tight turns within Summerwood, and some vehicles or vehicle combinations may not have sufficient ground clearance to avoid damaging the roadway. Further, there may be some trailered vehicles that are too long to safely navigate Summerwood roads. For these cases, the onsite Summerwood property manager will examine the vehicle(s) and determine whether life safety/health, property, or vehicles are at risk. Based on this as-

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assessment, the manager may deny use of Summerwood roadways, or direct an alternate, safer path, at the manager's sole discretion.

- e) All vehicles using Summerwood roads must comply with Colorado Rev. Stat. §§42-4-501 regarding truck size and GVWR and the required number of axles (non-Interstate highways).
- f) The truck impact fee described in paragraphs 1 through 7 below and levied for a project will be increased by a factor of two (2) for any vehicle with a GVWR between 80,000 pounds and 120,000 pounds.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policies and procedures to calculate the Truck Impact Fee.

### **Policies and Procedures**

1. An impact fee shall be imposed on each vehicle of 15,000 pounds or greater Gross Vehicle Weight Rating (GVWR) entering the Summerwood road system, for any project or for any reason, including but not limited to trash/dumpster vehicles, moving vans, delivery trucks, landscape vehicles, large utility trucks, concrete trucks, dump trucks, tractor trailers, cranes, and any and all such vehicles which operate on a tandem axle, but excluding those vehicles described in paragraph 3 below. When a trailer is involved, the combined GVWR of the towing vehicle and that of the trailer shall be used to calculate one total GVWR for application of this policy. Paragraphs 5, 6 and 7 below describe the formula to be used in order to calculate the impact fee for each vehicle and the associated property receiving the vehicle.
2. An additional impact fee of \$35.00 per vehicle, per trip, shall be imposed upon each vehicle of 15,000 pounds or greater GVWR which transports a load from one site in Summerwood and deposits it on another site in Summerwood. The Owner receiving the truck shall pay the impact fee.
3. Impact fees shall not be imposed on non-commercial vehicles owned by Summerwood Property Owners. These vehicles remain subject to the Summerwood parking restrictions.
4. No vehicle subject to the requirements of paragraph 1 above shall be allowed to use the Summerwood road system unless and until the Owner of the Property to which the vehicle is traveling obtains a written authorization for passage from the Summerwood Board of Directors; this authorization may be a general approval for a given project. In order to obtain such authorization, the owner must:
  - (a) provide a written estimate from the project's architect, project manager, or project foreman of the total number of truck trips (roundtrips/in and out) required for the project, applying the weight limitations listed in the Guidance and Limitations section above, and including detail regarding the number and type of each truck to be used and its GVWR;
  - (b) maintain a truck log for the project and provide a weekly copy of that log to the Summerwood Board of Directors;
  - (c) agree to automated camera monitoring, at the Owner's expense, for verification of the truck log data;

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- (d) pay to the Summerwood HOA, in advance of the start of the project or use of the road system, a non-refundable impact fee calculated with the information from paragraph 4.a above and paragraphs 5, 6, and 7 below;
  - (e) agree, in writing, that if the actual quantity of truck trips (roundtrip) for the project exceeds the estimate then the Owner will pay the difference in total calculated cost; and
  - (f) agree that any visible damage to the roadway, or any culvert, ditch, signpost, or other type of Summerwood property, or any element of a private property, will be immediately repaired at the Owner's expense and returned to its prior undamaged condition. This requirement is for damage (e.g. potholes, ruts, deep scrapes) that would not be considered accelerated wear and tear.
5. Impact fees are calculated using a distance factor (DF) from the beginning of Summerwood Drive as follows:

Table 4: Distance Factors by Zone

Zone	Distance from Entrance to Property	Distance Factor (DF)
1	Under 1,000 feet	1.0
2	1,001 to 2,000 feet	1.1
3	2,001 to 3,000 feet	1.2
4	3,001 to 4,000 feet	1.3
5	4,001 to 6,000 feet	1.4
6	More than 6,000 feet	1.5

6. The base fee (BF) per truck trip is:

Table 5: Base Fee for Years 2023 to 2026.

Year	Base Fee (BF)
2023	\$ 69
2024	\$ 73
2025	\$ 77
2026	\$ 81

For subsequent years an annual inflation factor (IN) of 5% (1.05) will be applied.  $IN = 1$  for the years listed above.

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7. For a given Property in a given year, the Impact Fee per truck trip (IF) shall be calculated using the following formulas:

$$\mathbf{IF = (BF \times IN) \times DF}$$

where DF is obtained from Table 4 and BF and IN are obtained from Table 5. IF (impact fee per truck trip) shall be multiplied by two (2) for any vehicle where the GVWR is between 80,000 pounds and 120,000 pounds.

The value of IF for a single truck trip is multiplied by the estimated/actual total number of truck trips (TT) for the project to obtain the Total Project Impact Fee (TPIF).

$$\mathbf{TPIF = IF \times TT}$$

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Table 6: Distance to each residence from the community entrance

<b>Address</b>	<b>Distance</b>	<b>Address</b>	<b>Distance</b>
193 Eastridge Rd.	1072	21/9 Long Bow Dr.	644
196 Eastridge Rd.	1072	47 Long Bow Dr.	797
215 Eastridge Rd.	1098	63 Long Bow Dr.	820
235 Eastridge Rd.	1164	62 Long Bow Dr.	820
295 Eastridge Rd.	1537		
309 Eastridge Rd.	1592	9 Pinnacle Ln.	6347
311 Eastridge Rd.	1632	21 Pinnacle Ln.	6347
335 Eastridge Rd.	1652	31 Pinnacle Ln.	6347
		51 Pinnacle Ln.	6539
21 Guyot Ln.	1023	73 Pinnacle Ln.	6649
23 Guyot Ln.	1051	95 Pinnacle Ln.	6649
42 Guyot Ln.	1136		
62 Guyot Ln.	1210	7 Sage Rd.	1592
63 Guyot Ln.	1196	9 Sage Rd.	1608
84 Guyot Ln.	1271	17 Sage Rd.	1663
86 Guyot Ln.	1256	19 Sage Rd.	1736
223 High Meadow Dr.	3467	417 Summerwood Dr.	1999
222 High Meadow Dr.	2815	417 A Summerwood Dr.	2137
198/196 High Meadow Dr.	2772	417 C Summerwood Dr.	2157
184/186 High Meadow Dr.	2686	417 D Summerwood Dr.	2177
162 High Meadow Dr.	2549	457 B Summerwood Dr.	2219
142 High Meadow Dr.	2459	507 Summerwood Dr.	2467
136 High Meadow Dr.	2356	254 Summerwood Dr.	1147
High Meadow Dr.	2349	177 Summerwood Dr.	867
104 High Meadow Dr.	2326	117/119 Summerwood Dr.	781
94 High Meadow Dr.	2190		
74 High Meadow Dr.	2119	34 Torrey Ln.	2632
44/46 High Meadow Dr.	1982	54 Torrey Ln.	2725
		107 C7 Torrey Ln.	3021
2117 High Meadow Trail	6251	107 C8 Torrey Ln.	3033
		107 C9 Torrey Ln.	3043
233 High Meadow Dr.( Loop)	6251	127 B4 Torrey Ln.	3063
243 High Meadow Dr.( Loop)	6251	127 B5 Torrey Ln.	3075
253 High Meadow Dr.( Loop)	6251	127 B6 Torrey Ln.	3087
263 High Meadow Dr.( Loop)	6251	127 A1/A2 Torrey Ln.	3123
265 High Meadow Dr.( Loop)	6251		
293 High Meadow Dr.( Loop)	6251		
313 High Meadow Dr.( Loop)	6251		
317 High Meadow Dr.( Loop)	6251		
323 High Meadow Dr.( Loop)	6251		
339/343 High Meadow Dr.( Loop)	6251		



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Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding the Truck Impact Fee was reauthorized by the Board of Directors on the 15th day of February, 2023 effective the 15th day of February, 2023, and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 14 TREE REPLACEMENT POLICY

The following policies and procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To establish a policy to protect and maintain healthy trees within the Summerwood neighborhood and to maintain the natural character of Summerwood.

Background: Summerwood has lost and will continue to lose many of its trees to pests, disease and adverse weather events. To preserve the character of Summerwood this policy will require replacement of trees with pest- and disease-resistant species.

NOW, THEREFORE, IT IS RESOLVED that to protect and maintain healthy trees within the Summerwood neighborhood the following rules and procedures are adopted:

### 1. New Construction

- (a) Owners undergoing a construction project are required to present a plan to the ACC for re-vegetation of their property, including species and locations. The plan should return disturbed areas to their natural state and must retain the character of Summerwood.
- (b) Wooded lots should be replanted with trees of a comparable density, as described for Existing Properties, below.
- (c) The landscaping plan should meet current fire mitigation policies.
- (d) Summerwood encourages Owners to plant beetle resistant trees to enhance the overall beauty of the area.
- (e) New vegetation should be watered regularly until plants are established.
- (f) Trees that fail to survive must be replaced.
- (g) The ACC must approve the location of new trees and may direct Owners to plant the trees on the Commons. If so directed, Owners are responsible for watering the trees until established on the Commons.

### 2. Existing Properties.

- (a) Owners of existing properties desiring to remove trees for any reason including disease, fire mitigation or danger of damage to their homes must present a plan to the ACC for removal and replacement of the trees.
- (b) Owners must replace removed trees with beetle resistant species.
- (c) The new trees should have a total diameter equivalent to the total diameter of dead or removed trees. For example, a homeowner removes 3 trees, each of which has a diameter of 10 inches (total 30 inches). Replacement may be with 3 trees of 10-inch diameter, or 6 with 5-inch diameter, etc. However, for certain densely wooded lots, this policy would result in overplanting, possibly resulting in excessive crowding. In such cases, the ACC may allow the planting of fewer trees.

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- (d) Newly planted trees should be watered regularly until established.
- (e) Trees that fail to survive must be replaced.
- (f) The ACC must approve the location of new trees and may direct Owners to plant the trees on the Commons. If so directed, Owners are responsible for watering the trees until established on the Commons.

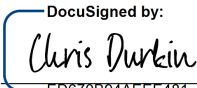
3. Footprint Properties.

- (a) Footprint properties by definition do not have space for trees.
- (b) Owners of footprint properties desiring to remove trees on the Commons for any reason including fire mitigation or danger of damage to their homes must present a plan to the ACC for removal and replacement of the trees.
- (c) Owners of footprint properties must meet the standards for Existing Properties, above, and will be responsible for the health and establishment of the trees even though the trees are on the Commons.

4. Responsibility for Expense.

- (a) Owners are responsible for the cost of removal and replanting of trees on their property and, if directed by the ACC, on the Commons (for footprint properties or otherwise) if the removal of existing trees is requested by the Owners.
- (b) Summerwood Homeowners Association is responsible for diseased and otherwise unsafe trees on the Commons but may ask adjacent Owners to assist with watering newly planted trees until the trees are established.

Summerwood Homeowners Association

Approved:   
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Chris Durkin, President

This Policy regarding Tree Replacement was adopted by the Board of Directors on the 7th day of May, 2021, effective the 7th day of May, 2021 and is attested to by the Secretary of Summerwood Homeowners Association.

Approved:   
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Katherine Coolidge, Secretary

## 15 SHORT TERM RENTAL POLICY

The following policies and procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

**Purpose:** To establish a policy to support the Summit County Short-Term Rental (STR) regulations and to maintain the quality of the Summerwood neighborhood and the quiet enjoyment of all Owners.

**Background:** On December 18, 2018, the Summit County Board of County Commissioners adopted STR Regulations for unincorporated Summit County and inserted a new code section into the Summit County Land Use and Development Code at Chapter 3: Zoning Regulations 3821: Short-term Vacation Rentals. These regulations reference other Summit County regulations concerning life/safety issues. The Summerwood PUD is located in unincorporated Summit County and is therefore subject to the Short-term Vacation Rentals regulations.

In May 2021, the Summit County Planning Department proposed, and on June 22, 2021, the Board of County Commissioners adopted, a Short-Term Rental ordinance to switch from a permitting process to a licensing process. The Code, regulations and ordinance were reviewed to clarify some of the language and to omit redundancies. The ordinance will be fully in effect by September 30, 2021 but is effective for all new STR Owner applicants issued between September 30, 2020 and September 30, 2021. The change to the licensing process required an amendment to this Short-term Rentals Policy.

NOW, THEREFORE, IT IS RESOLVED that to maintain the character of the Summerwood neighborhood and community, all Owners desiring to make their home available for Short-term Rentals [hereinafter “STR”] must comply with the following policies, procedures and rules:

1. A STR is defined as a rental of 30 days or less.
2. All STRs must be offered for residential use only. No commercial activity may be conducted within or on the STR property.
3. STR Owners must obtain a STR license from Summit County, renew it annually and maintain onsite a sign displaying the STR Owners':
  - (a) License number,
  - (b) Maximum occupancy limit,
  - (c) Parking plan,
  - (d) Trash collection information,
  - (e) Local responsible agent contact information,
  - (f) Summit County STR Complaint Hotline phone number,
  - (g) Reference to the most current version of the Summit County Good Neighbor Guidelines, and
  - (h) Owner’s current contact information.

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This information must also be provided to the Summerwood Onsite Manager.

4. STR Owners are responsible for guest behavior and are subject to fines incurred by guest violations of Summerwood policies, procedures and rules. STR Owners have 1 hour to correct any violation of Summerwood policies, procedures and rules.
5. STR Owners must display the most current version of the Good Neighbor Guidelines and Summerwood Rules for Renters in a prominent place in their home where guests will see these two documents. STR Owners are reminded, among other things, that guests are **not** allowed:
  - (a) to bring pets into the Summerwood neighborhood,
  - (b) to park on roads or in the Clubhouse parking lot more than 4 hours or overnight,
  - (c) to park outside of the designated parking plan,
  - (d) to park trailers in driveways in view of anyone outside the home,
  - (e) to block other Owners' access to their driveways or homes,
  - (f) to drive against the one-way direction on the upper part of High Meadow Drive,
  - (g) to compromise access to Summerwood homes by public safety officers, or
  - (h) to feed or otherwise attract or harass wildlife.
6. STR Owners must comply with all life/safety requirements of the Summit County STR regulations including but not limited to:
  - (a) Installation of smoke and carbon monoxide detectors on all levels of the home and outside of bedrooms and smoke detectors inside each bedroom.
  - (b) Annual chimney cleaning for homes with wood-burning fireplaces or stoves.
7. STR Owners must keep immediate neighbors and the Summerwood Onsite Manager informed when STR guests will be occupying their home.
8. STR Owners must inform guests to respect wildlife and minimize fire danger.
9. STR Owners must inform guests of all Summit County and Colorado Public Health orders.
10. STR Owners may engage a licensed management company to carry out their responsibilities under these policies, procedures and rules, but the Summerwood Onsite Manager is under no obligation to call the management company in the case of any violations. It is the responsibility of the STR Owners to contact their management company to correct guest behavior.
11. The Summerwood Onsite Manager and any Owner may call local public safety officers in the case of imminent danger without any responsibility to immediately notify STR Owners.
12. Failure to abide by these policies, procedures and rules may result in the Board requesting that Summit County revoke the STR Owners' STR license.
13. A printable version of the Summerwood Association Rules for Renters can be downloaded from the Summerwood Association website, <https://summerwoodassociation.com>.

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Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding Short Term Rentals was adopted by the Board of Directors on the 22nd day of October, 2021, effective the 22nd day of October, 2021 and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 16 MANAGEMENT COMPANY POLICY

The following policies and procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

**Purpose:** To establish a policy to govern the relationship between the Summerwood Homeowners Association (HOA) and the Management Company under contract with the HOA and further to set expectations of Owners as to the activities of the Management Company.

**Background:** Pursuant to the Bylaws Article VII, Section 1.F., the Board has the authority to enter into a contract with third parties to facilitate efficient operation of the Property. The current contract for management services is with Basic Property Management (BPM) in Dillon, Colorado. BPM has been under contract with the HOA since November 2001. BPM provides maintenance to the physical properties owned by the HOA and management services to the Board of Directors and Owners for Board and Owner meetings. BPM assigns an employee to be the Resident Manager for the HOA. The Resident Manager lives within the Summerwood neighborhood.

NOW, THEREFORE, IT IS RESOLVED that to delineate the responsibilities and relationship of the Management Company and the HOA and its Owners the following rules, policies and procedures are adopted:

### 1. CONTRACT

- (a) **Power of the Board and HOA:** Pursuant to the Declarations, Bylaws and C.R.S. 38-33.3-302 (1)(c), the Board and the HOA have the power to hire and terminate managing agents and other employees, agents, and independent contractors, and further under C.R.S. 38-33.3-302 (3)(a), any managing agent, employee, independent contractor, or other person acting on behalf of the HOA shall be subject to C.R.S. 38-33.3-302 to the same extent as the HOA itself would be.
- (b) **Duty of the Board:** The terms of management agreements shall be determined by the Board to be in the best interests of the HOA. Management agreements shall be for a period of one year and shall not contain a provision for automatic renewal. Annual renewal must be made by an affirmative written communication between the Board and the Management Company.
- (c) **Review:** The Board shall review the management agreement annually no more than ninety (90) days nor less than sixty (60) days prior to the expiration of the management agreement. The annual review process shall include but not be limited to the hours and services performed by the Management Company and its employees on behalf of the HOA and the Board. The Board shall solicit competitive bids from two (2) management companies at least every five (5) years as part of the review process.
- (d) **Termination for Cause:** Pursuant to C.R.S. 38-33.3-302 (4)(a), the HOA's contract with the Management Company shall be terminable for cause without penalty to the HOA. Any such contract shall be subject to renegotiation.

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### 2. MANAGEMENT OF THE COMMONS

- (a) Resident Manager: The Resident Manager is assigned to the HOA by the Management Company. The Resident Manager is compensated in part by being provided with an on-site apartment in the Clubhouse. This apartment is for the exclusive use of the Resident Manager and may not be sublet to anyone else by the Resident Manager. In the event the Resident Manager chooses other housing, the Board shall make the apartment available for lease to any tenant to offset any additional expenses to the HOA or may otherwise use the apartment in the best interests of the HOA.
- (b) Personal Services: The Resident Manager's primary responsibility is to maintain the Commons and facilities. Because many Owners are only in-residence part time, the Resident Manager performs routine home inspections and contracts for emergency repairs for absent Owners. While in residence, however, Owners are responsible for their own contractor selection and repairs. The Resident Manager will provide names of contractors with whom he or she is familiar but can make no claims as to any particular contractor's performance. The Resident Manager is not permitted to personally handle Owner requests for individual services. The Resident Manager will log and schedule work, supervise timely completion, and turn in a Work Order to the BPM accounting office. The Owner is financially responsible for the work.
- (c) Conflict with Owner: Requests by Owners to the Resident Manager to perform duties beyond the Resident Manager's scope of employment will be reported to the Management Company and referred to the Board for resolution with the Owner.
- (d) Contracting policy: The Board may authorize the Management Company to select contractors for Board approved work for \$5,000 or under. The Management Company will determine whether to obtain multiple bids, select the contractor to do the work and set the schedule.
- (e) Snow Plowing Priorities. HOA roads are private. Snowplowing is performed by the Resident Manager who has the authority to request additional help from the Management Company for heavy snowfall conditions. The priority of clearing snow is as follows:
  - i. Roads.
  - ii. Driveways for Owners in residence.
  - iii. Condo walkways and decks shoveled.
  - iv. Clear snow from Clubhouse and mail facility walkways and entrances.
  - v. Other driveways and anything else.
- (f) Miscellaneous
  - i. The HOA will not lend Owners trucks, skids, or other types of large equipment for their personal use.
  - ii. In order to minimize worker liability to the HOA, Owners cannot function as direct paid employees by the HOA. Contractors or anyone performing work for the HOA must function as a separate business or consultant and receive compensation through the Management Company.
  - iii. Owners must not perform volunteer work on the Commons unless the HOA has scheduled the work and obtained appropriate insurance coverage.




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3. BOARD SUPPORT

- (a) The Management Company will maintain the master list of the names and addresses of the current Directors and Officers. Personal information and the phone directory will be placed in the Owners-Only section of the Summerwood Website.
- (b) The HOA Treasurer will ensure Audits or Reviews are conducted as required. The Management Company will maintain reports of these audits and reviews for three years and if reasonable post them on the Owners-Only section of the Summerwood Website.
- (c) The Management Company will provide support to the HOA Secretary to record and prepare meeting minutes.

Summerwood Homeowners Association

Approved:   
Chris Durkin, President

This Management Company Policy was adopted by the Board of Directors on the 7th day of May, 2021, effective the 7th day of May, 2021 and is attested to by the Secretary of Summerwood Homeowners Association.

Approved:   
Katherine Coolidge, Secretary

## 17 COMMON LAND ENCROACHMENT POLICY

The following policies and procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors. It is reauthorizing and updating the Common Land Encroachment Policy adopted by the Board on April 28, 2016 to include the process included in the amended PUD Agreement.

**Purpose:** To establish a policy to resolve encroachments by Owners on the Commons.

**Background:** From time to time, it has been discovered that some portion of a home, driveway or other structure encroaches on the Commons. This is usually associated with small or “footprint” lots that do not have much or any margin for error and is most often discovered when the lot is surveyed shortly prior to sale.

NOW, THEREFORE, IT IS RESOLVED that to facilitate the Board’s process and to expedite the execution of necessary document(s) the Association does hereby adopt the following policies and procedures to resolve common land encroachments.

1. When it is discovered that a structure encroaches on common land the Architectural Control Committee (ACC) Chairman shall review the situation against the following criteria:
  - (a) Is it likely the situation was unintentional?
  - (b) Is the encroachment immaterial or minimally material (approximately 100 sq. ft. or less)?
  - (c) Is there little or no impact on other Owners?
2. If, in the ACC Chairman’s judgment, the encroachment is:
  - (a) Unintentional, is minimally material or less and causes little to no impact on other Owners the Chairman may propose to the Board of Directors that the Association:
    - i. Adjust the lot lines so that the offending structure is included on the lot by exchanging an equal amount of available lot square footage for the common land encroached upon, or
    - ii. Allow the Owner to purchase the common land encroached upon from the Association at a value to be determined, but in no instance may such purchased land exceed the maximum square footage allowed by the revised PUD, or
    - iii. issue a perpetual easement permitting the encroachment.
  - (b) Intentional or material, the Chairman may propose to the Board of Directors that:
    - i. The encroachment be corrected by deconstructing the offending structure, or
    - ii. The Board issue a temporary License for the structure to allow time for the Owner to either:
      - A. Adjust the lot lines so that the offending structure is included on the lot by exchanging an equal amount of available lot square footage for the common land encroached upon, or
      - B. Purchase the common land encroached upon from the Association at a value to be determined but in no instance may such purchased land exceed the

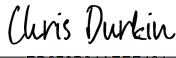
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maximum square footage allowed by the revised PUD. Perpetual easements shall not be granted for intentional or material encroachments.

3. The Owner will pay the Association a fee of \$500 to cover legal and other expenses.
4. Encroachments created after the date of the 2021 Declarations Amendments is recorded with Summit County, will not be allowed to remain and the offending structure will be required to be removed. It is expected that Owners will follow the procedures in the revised PUD Agreement to swap or purchase common land prior to commencing any addition that would otherwise be an encroachment without the swap or purchase of common land.

Summerwood Homeowners Association

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding Common Land Encroachment was adopted by the Board of Directors on the 22nd day of April, 2021, effective the 22nd day of April, 2021 and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 18 EVACUATION POLICY

The following policies and procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors. The Policy is revising and updating the Evacuation Plan as previously posted on the Association’s website.

Purpose: To inform Owners of the various evacuation routes to safely evacuate from the neighborhood in case of danger from any source.

Background: The information outlined in this Policy serves to facilitate evacuation planning for Owners and visitors. The Summit County website <https://www.summitcountyco.gov/> provides an overview of evacuation information and preparedness planning for Summit County <https://summitcountyco.gov/189/Preparedness> (Home Page > Departments > Emergency Services > Emergency Management > Emergency and Disaster Preparedness) . For additional information, you can access a very informative video of the June 25, 2021 Board of County Commissioners Town Hall meeting from the Summit County Home Page by searching for “Wildfire Mitigation and Preparedness.”

### 1. SUMMERWOOD MAP OF ROADS AND EMERGENCY EVACUATION ROUTES

Figure 1 identifies several off-road routes for exiting Summerwood in case of an emergency if some of the regular roads are blocked. This image is available online at [https://summerwoodassociation.com/owners/evacuation\\_plan/google\\_map.jpg](https://summerwoodassociation.com/owners/evacuation_plan/google_map.jpg)

### 2. EMERGENCY EVACUATION INFORMATION FOR SUMMIT COUNTY

#### (a) Notification

Once an emergency evacuation is declared by the Sheriff, residents and visitors are initially notified through (a) Amber Alert (automatic notification) and (b) Summit County Alert (opt-in). Notification is also provided through local radio stations (FM KYSL 93.9 & KSMT 102.3) and social media. Residents and visitors are urged to sign-up for the Summit County Alert System through [SCAlert.org https://www.summitcountyco.gov/1149/Summit-County-Alert](https://www.summitcountyco.gov/1149/Summit-County-Alert). The Good Neighbor Guidelines for short term rentals also direct short-term visitors to sign up for [SCAlert.org. https://www.summitcountyco.gov/DocumentCenter/View/24591/Good-Neighbor-Guidelines?bidId=](https://www.summitcountyco.gov/DocumentCenter/View/24591/Good-Neighbor-Guidelines?bidId=)

#### (b) Evacuation Centers

Evacuation alerts will provide information about the area to be evacuated, whether it is mandatory or voluntary and where Evacuation Centers are located. These centers offer temporary shelter, emergency resources and credentialing for temporary re-entry of affected property. It is recommended that residents and visitors carry with them ID to document proof of residence for purposes of re-entry.

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Figure 1: Summerwood optional emergency evacuation routes

(c) Shelter Sites

Should the evacuation last longer than several days, longer-term shelters will be identified and coordinated by the Red Cross.

3. OTHER RESOURCES

California has prepared an excellent publication about how to prepare in advance for wildfire evacuation: [https://www.readyforwildfire.org/wp-content/uploads/calfire\\_go\\_brochure\\_LIN0web.pdf](https://www.readyforwildfire.org/wp-content/uploads/calfire_go_brochure_LIN0web.pdf)

Summerwood Homeowners Association

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*Chris Durkin*  
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Chris Durkin, President

This Policy regarding Fire Evacuation was adopted by the Board of Directors on the 23rd day of August, 2021, effective the 23rd day of August, 2021 and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 19 QUIET ENJOYMENT POLICY

The following policies and procedures have been adopted by Summerwood Homeowners Association (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors. The Policy is reauthorizing Rules Adopted by Resolution and Rules of the Architectural Control Committee and updating policies and procedures to account for current technology and Summit County protocols and regulations.

**Purpose:** To establish a policy to enhance and preserve the neighborhood quality of Summerwood.

**Background:** The Declarations of the Summerwood Homeowners Association, the Rules Adopted by Resolution, and the Rules of the Architectural Control Committee contain covenants, rules, policies, and procedures directing Owner and guest behavior while in the neighborhood designed to control noise, lights, sounds, odors, etc. so that every Owner may enjoy his or her home and surrounding Commons and roads. This policy collects those covenants, rules, policies and procedures in one policy to simplify Owner understanding of expected community behavior. It also addresses issues created by new technologies and requires respect for wildlife.

### 1. CONSTRUCTION WORK DAYS AND HOURS

- (a) Exterior or noisy construction work shall be confined to 8:00 AM to 5:00 PM Monday through Friday. Exterior construction work is not permitted on the following holidays:
  - New Year’s Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- (b) Interior construction work in units with walls in common with other units (duplexes and condominiums) is also limited to the above exterior work hours and days. Interior work in new construction and existing single-family homes is not restricted to the listed days and hours so long as the outer envelope of the structure is completely enclosed.
- (c) Routine maintenance is not restricted to the Construction Work Days and Hours. Routine maintenance includes lawn mowing, gardening, window cleaning, siding repair, hot tub cleaning, etc. so long as these activities do not require excessively noisy equipment or the use of over-sized trucks, cranes, etc. Emergency repairs to prevent additional damage to people or property is allowed so long as a waiver to perform the work outside of the Construction Work Days and Hours is obtained from the Property Manager or a member of the ACC. If in doubt, please contact the Board for guidance.

### 2. NOXIOUS OR OFFENSIVE ACTIVITY

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No noxious or offensive activity shall be carried on upon any Site, nor shall anything be done or placed on the Property which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.

3. DRONES

- (a) The use of drones is prohibited in the neighborhood without the express written permission from the Board. A request for permission must include:
  - i. the specific reason for the drone use,
  - ii. the specific date and time for drone use,
  - iii. the FAA registration identification number (if required by current FAA regulations based on the size of the drone),
  - iv. evidence that the drone operator has taken and passed The Recreational UAS Safety Test (TRUST) administered by the FAA,
  - v. the specific area over which the drone will be flown (not to include the Site of any other Owner),
  - vi. whether a permanent video or photo file will be retained by the Owner or drone operator, and
  - vii. a statement from the drone operator that he or she will respect the privacy of other Owners in the neighborhood.
- (b) Only drone use that has an economic impact on the Owner's Site will be allowed. Recreational drone use will not be allowed in the neighborhood. Owners are responsible for any drone operator conducting work for the Owner.
- (c) Short-term Renters ("STR") may not operate drones in the neighborhood. STR Owners are responsible for the behavior of their STRs.

4. ANNOYING LIGHTS, SOUNDS, OR ODORS

- (a) No lights shall be emitted from any Site which are unreasonably bright or cause unreasonable glare. Outside lighting is permissible provided it complies with Summit County Dark-sky Lighting regulations and is not objectionable to neighboring dwellings or motorists. Unobtrusive, downcast lighting for walkways, decks and patios are permissible. Lighting shall be an integral design element for all Construction Projects. (See the ACC Policy regarding the definition of Construction Projects.)
- (b) No sound shall be emitted from any Site which is unreasonably loud or annoying.
- (c) No odor shall be emitted from any Site which is noxious or offensive to others.
- (d) Blasting is prohibited in Summerwood.

5. GARBAGE DISPOSAL AND SANITARY SYSTEMS

Each dwelling unit or other structure containing a kitchen constructed on any Site shall be equipped with a garbage grinder or garbage disposal unit of a type approved by the ACC. Outdoor composting of food waste is prohibited.

6. WASTE DISPOSAL AND RECYCLING

Owners and renters are responsible for the proper disposal of their household waste. The Association provides three waste disposal and recycling containers in the Clubhouse parking lot:

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- (a) Regular garbage should be placed in the dumpster in the shed. The shed combination is 3333, then press Enter. The shed door must be closed when not in use so animals cannot access the trash. This protects pets and wildlife.
- (b) The recycling bin is only for cardboard, paper, aluminum cans and plastic marked 2 thru 7. Please collapse ALL cardboard boxes to help save space and allow others to deposit recyclable items. Please empty any plastic bags holding recyclables and place those bags in the regular trash. The company contracted for recycling will throw out the entire recycling bin if any plastic bags are in the bin.
- (c) Glass must be placed in the cans marked "GLASS ONLY". Do not put glass into the recycling bin or garbage dumpster.

STR Owners must inform guests that recycling is required by Summit County STR regulations and must provide a recycling bin within the STR Owner's home for guest use. STR Owners must inform any licensed management company that manages the STR Owner's home that recycling is required.

### 7. ANIMALS

- (a) Dogs, cats, or household birds (collectively Pets) may be kept on the Property by Owners and long-term tenants (more than 30 consecutive days – "LTR"), collectively "Pet Owners", only if expressly allowed by a written lease between the Owner and LTR. Owners are responsible for communicating these rules to their LTRs and for their LTR's behavior and LTR Pets' behavior.
- (b) The number of Pets shall not exceed two per Site without the written approval of the Board.
- (c) No Pet may be kept which interferes with the rights, comforts, or convenience of other Owners.
- (d) Pet Owners must comply with Summit County Pet Licensing regulations:  
<https://www.summitcountyco.gov/544/Pet-Licensing>
- (e) Pet Owners should be familiar with the Summit County Animal Emergency Preparedness resources:  
<https://www.summitcountyco.gov/819/Animal-Emergency-Preparedness>
- (f) All Pets must be kept on a leash or otherwise restrained when off its Pet Owner's Site to preclude the invasion of another person's personal space and/or their Pets' space without prior permission. Pets should not be allowed to harass wildlife.
- (g) Pet excrement must be picked up and properly disposed of by the Pet's Owner.
- (h) Pets must not be allowed to continuously make noise (barking, meowing, whining, scratching objects, screeching, crowing, etc.) outside of their Owner's home.
- (i) Visitors to single-family homes are permitted to bring Pets into the neighborhood with the permission of the Owner(s) whom they are visiting. Owners are responsible for their visitors' Pets.
- (j) Contractors are not permitted to bring Pets into the neighborhood.
- (k) Short term Renters (less than 30 days – "STR") in condos and duplexes are not permitted to have Pets. STRs in single-family homes may have Pets only if expressly allowed by a written agreement between the Owner and STR. STR Owners are responsible for the behavior of STRs and their Pets.



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- (l) Breeding of any animals on the Property is specifically prohibited.
- (m) No livestock may be stabled or kept anywhere on the Property except at a location or locations reviewed by the ACC and approved by the Board.
- (n) **Respect for wildlife:** Summit County is home to a diversity of wildlife, including but not limited to bears, elk, moose, mountain lions, marmots, bighorn sheep, mountain goats, coyotes, foxes, and beavers. It can be exciting to view Colorado's wildlife, but it is important to do so at a safe distance. Most dangerous and potentially harmful encounters with wildlife occur because people fail to leave animals alone. Wildlife should not be harassed, captured, domesticated or fed. Bird feeders also attract bears and rodents. Intentional or inadvertent feeding is the major cause of most wildlife problems. It is illegal in Colorado to intentionally place or distribute feed, salt blocks or other attractants for large animals. Bird feeders and other pet food should be brought indoors in the evening. All pet food should be stored indoors in a secure container to reduce the likelihood of attracting wildlife and pests.

8. ENFORCEMENT

Observance by the Property Manager of a violation of this policy will be reported to the Board. Owners who witness or experience a violation should provide identifying information, including, if possible, pictures of the condition, Pet, Owner or activity and report it to the Property Manager who will then inform the Board, if necessary. The first violation will result in a warning to the Owner. Each subsequent violation will result in a fine in compliance with the Association's Enforcement Policy.

Summerwood Homeowners Association

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding Quiet Enjoyment was adopted by the Board of Directors on the 14th day of January, 2022, effective the 14th day of January, 2022 and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary

## 20 ARCHITECTURAL CONTROL COMMITTEE POLICY

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The following policies and procedures have been adopted by Summerwood Homeowners Association ("Association") pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors. The Policy is reauthorizing Rules Adopted by Resolution and Rules of the Architectural Control Committee and updating policies and procedures to incorporate the experience of the Architectural Control Committee and the Board in reviewing and approving Construction Projects.

Purpose: To establish a policy to enhance and preserve the aesthetics and quality of architecture and landscaping in Summerwood.

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Background: The Declarations of the Summerwood Homeowners Association, the Rules Adopted by Resolution, and the Rules of the Architectural Control Committee contain covenants, rules, policies, and procedures directing Owner responsibilities when contemplating and executing plans for a Construction Project (defined within the Policy). This Policy collects those covenants, rules, policies and procedures in one Policy to simplify Owner understanding of expected responsibilities. It also addresses issues that have arisen during recent Construction Projects.

### 1. COMMITTEE AUTHORIZATION AND COMPOSITION

- (a) The Architectural Control Committee [ACC] shall consist of three or more members who shall be designated by the Board of the Association. The ACC shall review and study, and the Board shall approve or reject proposed improvements upon the Property subject to the Covenants and restrictions and as further set forth in this Policy. All decisions requiring a legal determination such as easements, boundaries and ownership must be made known to the ACC and brought to the Board for review and a vote on the decision.
- (b) The ACC is empowered to make such rules as it may deem appropriate to govern its proceedings. Changes to policies requires Board approval.
- (c) This document constitutes the Policies, Rules and Regulations (hereinafter called "Policies") of the ACC. Policies may be altered or waived at the reasonable discretion of the Board. An Owner or other entity contemplating new construction, exterior or interior maintenance, or renovation must be familiar with and abide by these Policies.
- (d) The Owners agree that the ACC performs its duties to benefit the Association as a whole. Accordingly, the Owners waive all claims against the ACC or its members. The Association will indemnify the ACC and its members from any costs, including attorney fees resulting from a claim for a breach of duty, except for gross negligence or willful misconduct.

### 2. BOUNDARIES AND OWNERSHIP

All decisions requiring a legal determination such as easements, boundaries and ownership must be made known to the ACC and brought to the Board for review and a vote on the decision.

- (a) Commons
  - i. "Commons" is a defined term and means all that real property and improvements thereon within the boundaries of the Property Plat, except for the Sites shown and numbered on the Property Plat.
  - ii. "Green Areas" is also a defined term and means all of the Commons except the private roads, as shown on the Property Plat.
  - iii. Owners' Construction Projects must remain within the Owners' Site boundaries for Standard Lots with setbacks. For Footprint Lots, Owners must obtain Board approval for use of the Commons during the construction process.
  - iv. In reviewing Construction Projects, the ACC has the authority to inform Owners of Owners' Site encroachments on the Commons and impacts to the Green Areas. The ACC, following the Common Land Encroachment Policy will inform the Board of the encroachment so that the issues may be resolved.

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(b) Site Ownership

i. Conveyances & Encumbrances

Association property may be conveyed or encumbered by authority of the Board or by such person or persons to whom such authority may be delegated by resolution of the Board. Conveyances and encumbrances shall be by an instrument executed by the President or a Vice President and attested by the Secretary or an Assistant Secretary or executed by such other person or persons to whom such authority may be delegated by the Board.

ii. Uses

Except for the recreational facilities described in the Planned Unit Development Agreement between the Association and the Summit County Commissioners, as it may be amended from time to time, the Sites may be used only for residential purposes and definitely not for commercial purposes.

iii. Inseparability

Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a site shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance respectively of the entire Site, including each easement, or license, designated for exclusive Owner use, together with all other appurtenant rights created by law or by the Declarations.

(c) Title

i. Title to a site may be held or owned by any person or persons and any entity or entities and in any legal manner in which title to real property may be held or owned in the State of Colorado.

ii. The Commons shall be owned by the Association, and neither any Owner, group of Owners, nor the Association shall bring any action for partition or division of such areas.

(d) Site Boundaries

i. The ACC may consider modifications to lot lines and recommend such modifications to the Board for approval.

ii. Changes to Site Boundary: Each Owner, by accepting title to a Site, and each mortgagee or holder of a deed of trust encumbering a Site, by extending credit on the security of a Site, shall be deemed to have appointed the Board as his or her attorney-in-fact to act for all Owners and mortgagees and holders of deeds of trust to change the boundaries of one or more Sites. This authority is conferred only for the purposes and in compliance with the terms stated in this Section.

iii. The intent of this Section is to allow the Board to change the boundary lines of a Site when the Board, in its own discretion, believes that an existing Site boundary is not suitable for construction by the Owner. This authority may be exercised only when all of the following are found by the Association to be true:

A. The size of the Site is not changed, and the location of the Site is not changed materially.

B. The boundaries of the changed Site building envelope do not come within twenty feet of any other Site, unless a portion of the existing Site boundary is within twenty feet of another Site, in which case that portion of the boundary may not be moved any closer to the other Site.

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- C. The Owner (all of them, if there are multiple Owners) and all mortgagees or holders of deeds of trust have given their written consent to such a change.
  - D. The Owner has agreed in writing to pay the Association for all the reasonable costs incurred by the Board upon the occasion of the boundary changing process, including, but not limited to, fees for surveyors, recording, and attorneys.
  - iv. An Owner wishing to change the boundary of his or her Site shall apply in writing to the Board and shall submit a boundary survey certified by a registered Colorado surveyor showing the proposed boundary superimposed on the existing Site boundary and certifying the area of the changed Site. The changed boundary shall be effective for all purposes when a survey of the changed Site has been duly approved by the Board and recorded in the Summit County records.
- (e) Re-subdividing or Combining Lots
- i. Re-subdivision: No Site described on the Property Plat shall ever be re-subdivided into smaller tracts or lots nor conveyed nor encumbered in any less than the full original dimensions as shown on the recorded plat, provided that Sites allowing multi-family units may be re-subdivided and units conveyed pursuant to a re-subdivision plat (subject to approval by the Summit County Board of County Commissioners). No such re-subdivision plat shall be recorded until it has been reviewed by the ACC and approved in writing by the Board.
  - ii. Combining Lots: Two or more contiguous Sites may be combined into one or more larger residential Sites by means of a written document executed and acknowledged by all of the Owners thereof, reviewed by the ACC, approved in writing by the Board and recorded on the real property records of Summit County, Colorado. Any vacation of lot lines or easements is subject to approval by the Summit County Board of Commissioners.
- (f) Setbacks
- i. There are no lot line setback requirements other than lots with common lot lines in which case a ten-foot setback from the common property line is required. Overhangs and decks must be within the lot lines.
  - ii. For Sites with boundaries which are contiguous to other Sites, the ten-foot setback from the common boundary may be reduced only if the Owner first submits to the ACC for review and to the Board for approval the written easement of the other Owner sharing the common boundary.
- (g) Easements
- i. Easements for Ingress and Egress: The Association grants as an appurtenance of each Site an easement for ingress and egress across the private roads as shown on the Property Plat. The specific route of ingress and egress shall be subject to change as the Association shall from time to time deem necessary, so long as a reasonable means of access is always provided. Access for vehicular traffic across the Commons to a Site shall be limited to specifically described driveway easement from the nearest private road to the Site by an easement from the Association. These private roads and driveway easements will not be maintained, plowed, or improved in any way by the Summit County government. Any private roads constituting part of the Commons shall be maintained by the Association, but no driveway easement need be maintained by the Association.

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- ii. Each easement shall be described in a separate document prepared by a registered Land Surveyor and submitted to the Board by the Owner who will then have the easement recorded with Summit County and give a copy to the ACC and the Board.
- iii. Unless approved as a variance by the Board, driveways shall be a maximum of twelve feet wide. Owners must request a variance from the Board.

3. ARCHITECTURAL REVIEW

(a) Applicability

- i. The rules of the ACC are applicable to all construction and maintenance whether exterior or interior including, but not limited to, New Construction, Renovations, Remodeling, Landscaping, Paving and the like, collectively "Construction Projects".
- ii. Owners must submit a description for all Construction Projects to the ACC for a determination as to whether ACC review and Board approval is required. After receiving a recommendation for the project from the ACC, Owners must present the Construction Project to the Board for a determination as to whether there are any legal issues (such as a requirement for an Easement or other boundary issues) and whether a Truck Impact Fee must be assessed and paid prior to the commencement of the Construction Project. [Please see the section on Construction Project Proposal Procedures for an outline for presenting a Construction Project to the ACC and to the Board.]
- iii. No building, house, barn, out-building, shed, tree house, doghouse, basketball backboard, porch, patio, gazebo, excavation, landscaping, pit, cave, tunnel, bridge, hitching post, fence, wall, or any other structure of any kind shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or alteration therein be made until satisfactory and complete plans and specifications showing the nature, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and natural surroundings by the ACC. Approval by the ACC is in addition to and not in lieu of county and other building code requirements. The ACC will seek Board approval when necessary.
- iv. No Owner shall build any building or any other structure of any kind on any Site until the Owner has obtained a building permit from Summit County, Colorado, or from any other governmental subdivision having jurisdiction over building permits in Summerwood, and until the approved building permit and the construction contract shall have been submitted to the ACC for approval of contractor suitability.
- v. The plans submitted to the ACC shall include any request the Owner may wish to make for temporary use of the Commons adjacent to the site for storage of construction materials or use by construction equipment. This request must specify the square footage of surrounding Commons needed, the duration of the use, and the plans to restore the Commons upon completion. No such use of the Commons shall be permitted unless the ACC grants its prior written consent, and then the approval shall be only for the area and duration so approved. The ACC shall have the authority to so authorize use of the Commons so long as the

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use is necessary for the construction of improvements on a Site, and so long as the use does not unreasonably interfere with the use and enjoyment of any other Site by its Owner.

### (b) Preliminary Review

- i. An initial meeting between the ACC, the Owner and the Owner's architect is recommended. At the time of this preliminary review, these Rules, the Site and the building concept will be discussed. This meeting may take place at an office or at the Site.
- ii. The Owner or Architect shall submit two sets of preliminary design plans. The submittal shall include a Site plan that includes existing and proposed contour lines, building location, driveway, parking, trees, rock outcrops, utilities and landscaping and the design plans shall include exterior elevations, floor plans, building sections, specifications, and materials of construction.
- iii. The ACC will meet on demand to review architectural plans or conduct other business. Plans should be submitted allowing at least four weeks for ACC review.

### (c) Final Review

The Owner or Architect shall submit for final review by the ACC and final approval by the Board two sets of final construction documents. Included in the submittal shall be a set of exterior material collages, a "Construction Limits Drawing" specifications pertinent to the exterior appearance of the project and a simple milestone schedule. The building, parking, driveway, trees to be removed and the Construction Limits shall be staked in the field.

### (d) Review Criteria

In passing upon plans and specifications, the ACC shall consider:

- i. Architectural and Engineering Services: Each Owner shall employ competent architectural and engineering advisors who will coordinate the plans and specifications and provide on-site job observation for the construction of each structure, addition, or alteration with the ACC. The plans and specifications shall provide a construction schedule with an estimated date of completion for each phase of construction. The ACC will reserve the right to require additional information to make decisions. In addition, the ACC shall be entitled to charge a reasonable review fee to reimburse its expenses and to require an Owner to pay for the cost of any consulting fees paid to an architect or engineer hired by the ACC to evaluate the Owner's plan.
- ii. It shall be an objective of the ACC to make certain that no improvements impair the aesthetic of Summerwood. The ACC shall consider the suitability of the improvements and the materials of which they are to be constructed; the quality of material to be utilized in any proposed improvement; the effect of any proposed improvement on adjacent or neighboring property; the location and character and method of utilization of all utility lines; the impact of any proposed improvement upon the natural surroundings; and the timely and orderly completion of all such improvements.
- iii. Contractor Suitability: The ACC shall have the right to disapprove the choice by an Owner of any construction contractor for the building of any improvement or any other structure of any kind on any Site. Grounds for such disapproval shall be only one or both of the following:

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- A. a reasonable belief that the contractor is not financially responsible to complete the improvements, and
  - B. nonconformance by the contractor with approved plans when previously undertaking construction work on a Site of the Property.
  - iv. This right establishes no duty upon Board or the ACC to investigate the financial responsibility of construction contractors or the performance by the contractor of construction work, and this Policy vests no rights in Owners, any contractor or other third party as against the Board, the ACC or the Association with respect to approval or disapproval of construction contractors.
- (e) Construction Period Review
- i. The ACC will observe the work in the field for compliance by the Contractor of the aspects of the construction that fall under the jurisdiction of the ACC. The ACC will give specific notice to the Owner and the Contractor of violations of this Policy and may act to remedy such within the limits of the powers available to the ACC including notification to the Board and recommendations for fines.
  - ii. All construction operations shall be limited to the immediate vicinity of the lot, generally to within twenty feet of the lot line. The exact limits will be identified in a Construction Limits Drawing and shall be identified by the installation of a snow type fence or equivalent by the Owner before the Owner's contractor begins any Site construction. The determination of the Construction Limits shall take into account the location of rock outcrops and trees. Any trees within the construction area that are designated to be saved and protected shall be encircled by a fence located at the drip line of the trees. Such fencing shall not be removed until the final grading operation is begun.
  - iii. Changes: The Owner is responsible for obtaining ACC approval for any changes that significantly affect the exterior appearance of the Construction Project compared to the approved construction documents.
  - iv. Variances: An Owner or representative may make a formal request to the Board for a variation to these Rules by submitting a written description of the variation and stating the justification for it. This should be done during the design stage but may be done in the construction stage for unforeseen circumstances. If a request is made during the construction stage, it must be submitted prior to the pertinent work being started.
  - v. Noise and Dust: Noise and dust shall be controlled on the site. Loud audio devices are prohibited. Contractors and their employees must read and comply with the Summerwood HOA Quiet Enjoyment Policy, which, among other things, prohibits blasting.
  - vi. Construction Parking: No parking will be allowed on the Commons. Parking will be allowed on the streets during working hours [See Quiet Enjoyment Policy] as long as traffic movement is not hindered. Construction parking must be described by the construction documents and is allowed within the Construction Limits.
- (f) Continuity of Construction
- i. All structures shall be completed within one year after commencement.
  - ii. Owners may request from the Board an extension of time to complete construction not to exceed 12 months. The request must be based on good cause and must be sought before construction may begin.



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- iii. Owners must submit a timeline showing target dates of completion for each phase of construction.
- iv. Owners must keep the Board informed about construction project progress and any unforeseen issues that may present a barrier to on-time construction completion.
- v. The issuance of any governmental orders that require work stoppage or restrict number of contractors and employees on the work site will be cause for review by the Board to consider revised timelines. Owners must immediately inform the Board of all restrictions and must immediately request a timeline review by the Board.

(g) Responsibilities of Owners and Owners' Agents

- i. The Owner and its agents recognize and will abide by the Rules of the ACC, Covenants, By Laws and Policies, Procedures and Rules for Summerwood as filed, and as amended. Each Owner is responsible for all site data required for development of his or her architectural plans such as lot dimensions, ground surface elevations, soil conditions, tree and rock locations and utility locations. The Owner's architect shall incorporate into the construction plans, specifications, and other contract documents, as appropriate, the applicable provisions of these Rules.
- ii. Failure to comply with Site considerations may result in a fine of up to \$1,000 per occurrence per day. Repeated violations of Rules and Regulations may result in revocation of ACC approval of construction plans. [See the Enforcement Policy in this Policies, Procedures and Rules Manual.]
- iii. Area of Operation: The contractor, sub-contractors, and material suppliers shall confine all work to within the Construction Limits as identified in the Board-approved construction plans. The Owner will be held responsible for any damage to the Commons and private roads in Summerwood.
- iv. The performing of any major maintenance of equipment within Summerwood is not permitted.
- v. Fines for violation of this Architectural Control Committee Policy shall be recommended to the Board by the ACC in accordance with this Policy and other policies, procedures and rules adopted by the Board.

(h) Design Guidelines

- i. Summerwood is a unique Colorado location and community and as such it offers Owners and their architects the opportunity to create architecture that will stand the test of time and fashion and provide ongoing design excellence.
- ii. The architectural design shall anticipate the effect of excavation, both for the foundation and the utilities, on the roots of the trees. No nails or staples shall be driven into any tree.
- iii. The Architecture proposed for approval for Summerwood should incorporate the following design principles:
  - A. Buildings should look like they belong in Colorado and in the Colorado Rocky Mountains. Architectural elements from agricultural buildings, mining buildings, landmark national park buildings and mountain homes are all appropriate.

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- B. Building elevations must contain variety in form and texture to project complexity and richness.
  - C. Major architectural features such as windows and roof lines must project a sense of balance and harmony.
  - D. Natural building materials such as wood and stone are to be used as much as practicable.
  - E. The building must relate well to its site. It must be compatible in appearance and scale with buildings in the immediate neighborhood.
  - F. Trees and landscaping should be used to soften building facades.
  - G. Earth tone colors which echo and compliment natural colors should be used. Exterior color samples must be submitted to and approved by the ACC.
  - H. Each building should be unique. Multifamily buildings should not present the feeling of redundancy or mirror images.
  - I. Designs must be fully detailed for all building elevations. A detailed site plan showing finished grades, landscaping, retained trees, guest parking, the exterior perimeter of the building in relation to the subdivision footprint, and driveway grades are important.
  - J. No structure or part of any building shall penetrate a continuous plane or hypothetical flexible blanket which lies 35 feet above and parallel to the natural, undisturbed topography at the building's footprint. The 35-foot limit is measured at all points along the building's footprint, from the natural, undisturbed topography, vertically to the highest point of the structure above. "Natural, undisturbed topography" is herein defined as land as it exists prior to construction. After completion of the roof-framing phase, and prior to completion, the Owner may be required to submit to the ACC an "as-built" improvement location certificate by a licensed surveyor or engineer showing how the structure complies with this rule.
  - K. No site disturbance is permitted without prior review of the ACC and written approval of the Board. Every applicant for a permit to build will be required to submit a topographical map showing the land contours at no more than two (2) foot intervals on their site plans. Appendages: Chimneys, vents, and television or radio antennas reviewed by the ACC and approved by the Board may exceed the maximum height allowed by up to 3 feet.
  - L. Decks shall be integrated into the overall design and shall not appear "stuck on". Large decks shall follow the contour of the land. If visible, the underside of decks shall be neatly finished and will repeat or compliment the main building facade in appearance.
  - M. Spark arresters are required on all wood burning chimneys. The location of chimneys in relation to trees shall be given consideration for fire prevention.
- iv. To better understand Summerwood's site and architectural standards, aspects of design have been listed in "acceptable" and " unacceptable" categories. These categories are a design guide.

ACCEPTABLE

- Sensitive siding relating to the natural surroundings.
- Landscape planning and design to compliment the architecture.

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- Naturally formed and planted berms and mounds.
- Preservation of natural vegetation, trees, and sage.
- Revegetation of disturbed areas returned to natural condition.
- Consideration for natural grades and drainage.
- Single-family dwelling appearance of multiple-family units.
- Integrated outdoor decks and patios.
- Flat plane roof configurations.
- Energy conservation.
- Solar design, passive and active.
- Earth sheltered and integrated design.
- Simple material combinations.
- Native and natural materials.
- Native stones.
- Two garage parking spaces per unit.
- At least 2 parking spaces in driveway, or other approved area, for guests.
- Screened meters and regulators.
- Appropriate exterior dark sky lighting, light levels, and design layout.
- Snow storage planning.
- Retaining walls integrally designed.
- Driveways hard surfaced, unit pavers, modest site coverages.
- Wood siding, board and batten, tongue and groove, shingle, and lap.
- Transparent finishes.
- Architectural concrete, sand blasted, textured or aggregate finish.
- Harmonious garage doors.
- Metal, cement tile and asphaltic shingle roofs.
- Skylights (flat), sunrooms, greenhouses, and solariums.
- Wood windows, aluminum clad windows.

UNACCEPTABLE:

- Stock plans/modular homes.
- Plywood siding
- Mirror image or symmetrical multiple units.
- Chalet, hacienda, colonial, adobe, Tudor styles.
- Street oriented design (inferior back side designs).
- Carports.
- Poor color coordination.
- Reflective glass.
- Reflective finishes.
- Novelty finishes.
- Ornate, gaudy doors.
- Gambrel, A-frame, butterfly, stylized, curvature and mansard roofs.

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- Exposed steel beams, which are not faced.
  - Novelty skylights.
  - External electrical receiving equipment that is excessively large and/or mounted without consideration of neighborhood appearance.
  - Unpainted flashing.
  - Creosote railroad ties for retaining walls or landscaping devices.
  - Inappropriate sculpture.
  - Overly grand or excessive driveways.
  - Excess lighting.
  - Low-pressure sodium lighting.
  - Temporary shelters, metal storage buildings.
  - Tents (except for children's play).
  - Fences of any kind.
  - Metal stacks with over eighteen-inch exposure.
- v. No used or secondhand structure, no building of a temporary character, no mobile home, house trailer, tent, shack, or outbuilding shall be placed or used on the Property, either temporarily or permanently; except that necessary appurtenances for and during actual construction may be used, and trailers and structures of a temporary nature may be used during the period of permanent construction of an approved and allowed improvement, for no longer period than 12 months or the substantial completion of said improvement, whichever is earlier, without the written consent of the Board.
- vi. Driveways shall be constructed within the Board-authorized easement and shall be constructed of asphaltic cement, or concrete. Access during construction shall be limited to the driveway easement and areas identified in the Construction Limits Drawing.
- vii. The Summerwood street system provides an overall positive drainage network which must not be compromised by driveway construction. Appropriately sized culverts under driveways will be required where driveways cross over drainage channels. The ends of these culverts will be required to be neatly finished by beveling or using manufactured flared ends and will be required to have anti-erosion treatment such as hand placed rip-rapping.
- viii. Exterior lighting is permissible provided it complies with Summit County Dark Sky Lighting regulations and is not objectionable to neighboring dwellings or motorists. Unobtrusive, downcast lighting for walkways, decks and patios are permissible. Lighting shall be an integral design element.
- (i) Utilities
- The ACC must approve all utility connections to Sites on the Property and improvements thereon prior to installation.
- i. Water and Sewer
- A. Each dwelling unit on a Site shall connect with the water and sewage facilities as the ACC may approve. No private well shall be used as a private source of

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water for human consumption or irrigation, nor shall any facility other than those provided as set out above be used for disposal of sewage.

- B. A sewer stub out and a water line with a valve are normally in the vicinity of each site. It is permissible and may be necessary to make use of an in-house pumping system where the sewer stub is higher than the house drain elevation.
- C. All water and sewer tap fees must be paid to the appropriate taxing District.

ii. Trash and Sewage

No trash, ashes, or other refuse or debris may be thrown or dumped on the Property. The burning of refuse out-of-doors shall not be permitted. No incinerators or other device for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Board. Waste materials, garbage, and trash shall be deposited in sanitary containers and shall be enclosed and screened from public view and protected from disturbance and shall be disposed of with reasonable promptness. The Owner of every Site shall keep his or her premises free of trash, refuse, noxious weeds, and debris of any kind, whether the Site is vacant or improved

A. Construction Trash

- During construction, the builder shall provide a trash receptacle within the Construction Limits. The receptacle shall be promptly emptied when full, shall be neatly kept and be free from objectionable odors. Construction sites shall be kept as neat as possible and cleaned daily. Paper will not be allowed to accumulate against the screening fence or blow about the area.
- Daily site cleanup is required. Any material trash outside of the Construction Limits shall be immediately retrieved. An appropriate trash container is required which shall be emptied at regular intervals.
- Dumping or cleaning of concrete trucks anywhere within Summerwood outside of the Construction Limits is not permitted. Any accidental spillage shall be immediately cleaned by the Contractor.
- Accidental spillage of grease, motor oil, form oil, curing compounds and other hazardous material within Summerwood shall be cleaned up immediately and reported to the Designated Emergency Response Authority (DERA) for Summit County, the Summit Fire Authority, which can be reached at (970) 668-4330.

B. Domestic Trash

- Trash storage areas shall be incorporated into the basic building design and shall be hidden from exterior view.
- Fire Protection: Open fires are not allowed for trash or warming. Normal heating for construction purposes is allowed. One 1016 ABC Fire Extinguisher is required on site.
- Sanitary Facilities: The contractor shall provide a chemical toilet within the Construction Limits and shielded from view of people in the neighborhood.

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iii. Garbage Disposal and Sanitary Systems

Each dwelling unit or other structure containing a kitchen constructed on any Site shall be equipped with a garbage grinder or garbage disposal unit of a type approved by the ACC.

iv. Underground Utility Lines

- A. All utility lines within the limits of the subdivision must be buried underground and may not be carried on overhead poles nor above the surface of the ground. Such utilities include, but are not limited to water, gas, electric, telephone, intercoms and television cable.
- B. All services have been installed underground in the general vicinity of each lot. Exact locations are available from the appropriate utility company. Trenching across a street will not be permitted where alternative service connections are feasible.
- C. The backfill of road cuts, sewer, water, and utility lines shall be accomplished with compacted crushed rock. The backfill of retaining walls, footings and foundations may be of compacted earth. Roadway cuts must be compacted to 90 % Proctor density and certified same by a competent authority.
- D. The Resident Manager shall be notified before backfilling in the Commons and roads. It is the intent that the Resident Manager will observe such backfilling to ensure that it is done satisfactorily to avoid future settling problems.
- E. Utility meters (gas and electric) shall be screened or otherwise hidden from exterior view.

(j) Maintenance

Every Site, including its improvements, shall be kept and maintained by the Owner in a clean, safe, attractive, and slightly condition and in good repair; and no lumber, plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Site.

i. Landscaping

A. Restoration of sites

- The landscaping plan shall provide that all areas disturbed within the Construction Limits shall be re-established with native grasses and trees, with the goal of returning the area to its previous and natural condition. This shall include the resspreading of topsoil and the reestablishment of plants, trees and rock formations. All approved landscape plans will include removal of noxious weeds from the Site.
- Upon completion of any construction on any Site, the Owner shall to the greatest extent possible restore the Site to the condition which existed prior to the construction (taking into account the construction) so that the Site and improvements shall be in harmony with the surrounding unimproved property. In the event of the issuance of a certificate of occupancy or actual occupancy of any Site prior to July 1 of any calendar year, the Owner must complete the restoration within 45 days following the date

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of the issuance of the certificate of occupancy or actual occupancy of the Site, whichever is earliest. In the event of the issuance of certificate of occupancy or actual occupancy of the Site after July 1 of any given year, the Owner must complete the restoration of the Site on or before July 1 of the following year. In the event restoration is not completed within the applicable time period, the Board may complete the restoration at the expense of the Owner. This covenant is a covenant running with the land between each Owner and the Board and, notwithstanding any other provision hereof, may be enforced only by the Board, its successors and assigns.

- It is anticipated that the typical foundation and basement construction will generate excess earth. If it is not practical to store the excess material within the Construction Limits, the excess will be removed from the Subdivision at the time the excavation is made.

B. Topsoil

- When earth excavation is required, the topsoil should be carefully removed as a separate operation and stored for respreading at the completion of the earth work in conjunction with the landscaping and revegetation. The landscaping plan shall show the location of the topsoil stockpile.
- All surface areas disturbed by construction shall be returned promptly to their natural condition. All landscaping, other than returning surface areas to their natural condition, must be consented to in writing by the ACC.
- All landscaping improvements installed on Sites shall be regularly maintained. Landscaped areas shall be regularly watered, mowed and weeded. All dead or diseased trees, shrubs and grass shall be promptly replaced. With prior approval of the ACC, trees and shrubs may be removed to comply with a fire mitigation plan developed specifically for the Owner's property by the Colorado state forest service; a local government certified individual or company; or the fire chief of the property's fire protection district. Failure to maintain landscaping in first-rate condition may result in a fine of \$200 per offense. Watering enforcement shall be suspended during a period of water use restrictions declared by the jurisdiction of the community and/or government. Following a period of water restrictions Owners will be given a reasonable and practical time to revive their landscaping including consideration of the local growing season.

C. Drainage

The design of any structure or related items such as fences or retaining walls shall anticipate the effect on natural and surrounding drainage and shall avoid the concentration of runoff. Where runoff must be concentrated within the Construction Limits gentle swales may be incorporated in the landscaping plan with appropriate anti-erosion techniques such as natural stone rip-rap, wood flow retarding barriers, or unobtrusive conduits.

D. Fire Mitigation

In furtherance of Section 10.9 of the Covenants, the Board may impose rules

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with respect to the condition of landscaping contiguous to buildings with respect to fire mitigation and growth of noxious weeds. Violation may result in a fine of \$500. In addition, Summerwood may order an outside contractor to clear the fire zone at the expense of the Owner.

### E. Natural State

No hunting, target practice, discharge of firearms, or disturbance of the natural state of the Property, including the removal of living trees, plants, shrubs, bushes, sagebrush, grass, or topsoil, is permitted without the written consent of the ACC.

### F. Trees

- Summerwood home values emanate from a variety of assets, one of which is the beauty of the landscape that includes beautiful trees. Considerable investment has been made to preserve healthy trees with annual spraying and removal of diseased or dead trees. To maintain the beauty of our natural forest of trees, we will protect this natural asset with a policy relative to removal of healthy trees. The ACC is responsible for approving removal of trees and for enforcing the replanting requirements. Conditions under which a tree can be removed from an Owner's property are as follows:

- The tree is dead or diseased and has been certified as un-savable.
- The tree needs to be removed for fire mitigation.
- The location of tree poses a risk to home and/or driveway due to rooting system or from nature of tree growth, e.g., leaning dangerously close to a home.

- Healthy trees cannot be removed or top trimmed to enhance or improve the Owner's view or based on the perception that removal will improve the home's value.

- Replacement of removed trees must be of equal diameter, e.g., a 10-inch tree may be replaced by two trees with a 5-inch diameter. Fewer replacement trees may be allowed if there is an issue of overcrowding on the Owner's property. In such cases, the Owner may replant fewer trees on his or her property and plant the balance of trees on the Commons as directed by the ACC. Replacement of tree species include but are not limited to those recommended in the current Summerwood Forest Management Plan.

### ii. Exterior Maintenance - Painting, Roofs, Glass, Driveways

A. The exterior of all buildings located within the Subdivision shall be regularly kept and maintained in a first-class state of appearance in accordance with approved building plans. Specifically, Owners shall be required to regularly repaint or re-stain exterior building surfaces and to promptly repair or replace broken glass, damaged roofs and exterior trim. Violations may result in fines of up to \$2,500 for failure to repaint/re-stain and of \$100 for other violations.

B. All repainting projects must have ACC approval even if repainting with what is thought to be the same color. The approval will be based on review by



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the ACC of the new color as observed on a painted patch on the house of approximately 2' x 2' along with a sample of the trim color. The ACC may accept a color chip for stucco repairs when the color is incorporated into the stucco. The ACC will ensure an expeditious review.

- C. All driveway and parking areas as shown on approved plans and specifications shall be surfaced with concrete or asphalt. The paved surface of driveways and parking areas shall be kept in a proper state of repair and free and clear of litter and debris.
- D. The maintenance and repairs of individual driveways are the responsibility of the Owners who use them for access. The Board requires that these driveways be kept in good repair. The Association maintains all the named roads in Summerwood. Maintenance of the walking trail from the end of High Meadow Trail to the Dillon Nature Preserve has been assumed by the Association.

iii. Fences and Retaining Walls

- A. No fence, walls, or other barriers shall be permitted except with the written consent of the ACC.
- B. Any retaining walls necessary to accommodate a structure, driveway, or walkway, within the Construction Limits will be properly engineered and designed to resist overturning earth pressure. Exposed surfaces shall have a finish complimentary to the natural surroundings.

(k) Prohibited Improvements

i. Service Yards

All clothes lines, equipment, service yards, woodpiles, or storage piles on any Site in the subdivision shall be kept screened by planting or fencing to conceal them from the view of neighboring Sites and roads. Unregistered vehicles shall be removed from all Sites by the Owners. No trailer, automobile or other vehicle or boat shall be constructed, reconstructed, or repaired upon any private area in such a manner that such construction, reconstruction or repair is visible from neighboring Sites or roads.

ii. Towers and Antennas

No towers or radio or television antennas higher than the roof line of the dwelling house shall be erected on any Site, and all such towers or antennas must be submitted for review by the ACC and approval by the Board.

iii. Tanks

No elevated tanks of any kind shall be erected, placed, or permitted upon any Site. Any tank used in connection with any dwelling unit or other structure on any Site, including tanks for storage of gas, fuel oil, gasoline, oil, or water, shall be buried or if located above ground the location and screening shall be as determined by the ACC.

iv. Signs

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- A. No signs, billboards, poster boards, or advertising structure of any kind shall be erected or maintained for any purpose whatsoever except such things as have been approved by the ACC pursuant to its regulations. Any signs which are permitted under these restrictions shall be erected or maintained on the Property only with the prior written approval of the ACC, which approval shall be given only if such signs shall be of attractive design and shall be as small a size as possible and shall be placed or located as directed or approved by the ACC. Notwithstanding anything herein to the contrary, the Board shall have the right to permit signs during the period of actual construction without prior written approval of the ACC if such signs are deemed necessary for the protection of the community.
  - B. It is recognized that it may be appropriate at times to have a sign or flag on the property. This may include "for sale" signs, construction signs, house number signs, display of the American flag, or service flag denoting service of the Owner, and display of political signs no earlier than 45 days before and 7 days after Election Day. All such signs, flags, and flagpoles are subject to the approval by the ACC as to their size, location, content and configuration. Political signs are not permitted on the Commons.
  - C. Summit County Land Use and Development Code Regulations Chapter 9 governs all signs in the County. With respect to political signs the regulations at section 9106 provide as follows: "Political Campaign Signs. Political signs that do not exceed eight (8) square feet in area are permitted. These signs shall not be placed on private property without the permission of the landowner. The signs shall be removed as soon as practicable following the election. Only one (1) sign per candidate per property is permitted."
- v. Mining, Drilling, or Quarrying  
No mining, quarrying, tunneling, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted within the limits of the Property.
- (l) Decisions  
Decisions concerning the approval or denial of an Owner's application for architectural or landscaping changes shall be made in accordance with standards and procedures set forth in the guidelines of the ACC and shall not be made arbitrarily or capriciously.
- i. ACC Approval
    - A. All written ACC approvals shall be valid for not more than 2 years from the date of the approval. Approved projects must be initiated within 1 year and the project must be completed within 12 months of project initiation and within 2 years of project approval. If the project is not initiated within 1 year or completed within 2 years, the Owner must reapply to the ACC. The ACC will then review the project for conformance to the then current regulations.
    - B. The ACC approval window is not an expansion of the 12-month continuity of construction limit. All construction must be completed within 12 months unless an extension (not to exceed 12 months) is requested from the Board and approved before construction commences.

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- C. The ACC may charge an appropriate fee for a plan review and may require the Owner to hire a registered architect and/or engineer to assist the ACC in its review.

(m) Construction Project Proposal Procedures

The following is recommended for presenting the project to the ACC for review and to the Board for approval:

- i. Prepare a drawing in PowerPoint or other suitable software showing the Current State and Future State. This drawing should show measurements and dimensions.
- ii. Prepare a list of the Association's rules applicable to the project.
- iii. Prepare a list of legal questions that will need to be resolved, (e.g., is an easement from the association needed; are there boundary issues?)
- iv. Obtain preliminary conceptual review of i, ii and iii. from the ACC.
- v. Obtain quotes from contractors for the project.
- vi. Prepare a timeline with anticipated start date and completion date. NOTE: The project must be completed within 12-months of the date the project starts (meaning actual work begins on the Construction Project).
- vii. Make a presentation to the Board and request approval of the project. The Board will set conditions for the project.
- viii. Obtain information from the contractor as to the GVWR of every vehicle and piece of equipment to be used for the project.
- ix. Calculate the Truck Impact Fee and request permission from the Board to proceed with the project upon paying the Truck Impact Fee.
- x. If an easement or other boundary issues will be required, hire an attorney of the Board's choosing to prepare the easement and a licensed surveyor to prepare the map to set the metes and bounds of the easement.
- xi. If the project will require paving over part of the Commons (e.g., a driveway access easement) propose to the Board what you are willing to do to improve the Commons elsewhere (e.g., plant and maintain a tree until established).
- xii. If the project requires landscaping, hire a professional landscaper to prepare the landscape plan and present that plan to the ACC for review and to the Board for approval. Note: there are timeframes specific to landscaping to account for the growing season in the mountains depending on whether your project starts before or after July 1st.

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Summerwood Homeowners Association

DocuSigned by:  
*Chris Durkin*  
Approved: \_\_\_\_\_  
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Chris Durkin, President

This Policy regarding the Architectural Control Committee was adopted by the Board of Directors on the 14th day of January, 2022, effective the 14th day of January, 2022 and is attested to by the Secretary of Summerwood Homeowners Association.

DocuSigned by:  
*Katherine Coolidge*  
Approved: \_\_\_\_\_  
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Katherine Coolidge, Secretary