

Willow Creek Homeowners Association No. 3

Policies Handbook

Revised May, 2023
Amended per C.R.S for 2023

WHEREAS, the Willow Creek Homeowners Association No. 3 ("Association") is a Colorado nonprofit corporation, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Association is run by a Board of Directors who govern the Association; and

WHEREAS, The Bylaws of The Willow Creek Homeowners Association No. 3 Article VIII, Section 1(A), provides that the Board of Directors has the power to adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof.

Now, therefore, be it resolved, that the following Rules & Regulations and Policies are Adopted.

This Resolution shall replace and supersede all previous resolutions, policies, rules, and regulations regarding the subject matter of this Policy.


In the event that a court of competent jurisdiction finds any portion of this Resolution void or otherwise unenforceable, the other provisions shall remain in full force and effect.

The undersigned hereby certify that the foregoing resolution was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 10 day of August, 2023.

Willow Creek Association No 3

Attested:

By 
President


Luke Adaline (Aug 11, 2023 10:30 MDT)
Secretary

Homeowners in violation of these policies will be notified per the procedures outlined in the Covenants.

The Association will enforce these policies per the procedures outlined in the Covenant Enforcement and Fine Policy included in the Appendix to this Policies Handbook.

Unless otherwise stated, all requests and approvals must be submitted in writing as required by the Covenants.

Willow Creek Homeowners Association No. 3

Rules & Regulations/Policies

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Unless otherwise stated, all requests and approvals must be submitted in writing as required by the Covenants (Article VII, Section I).

1

HVAC

Adopted — March 2011

Revised — April 2023

HVAC units will be allowed in townhomes and single-family homes only if the following criteria are met:

1. HVAC unit compressors must be placed in the backyard of townhomes and single-family homes. Exceptions may be made with ACC approval. If an exception is made shrubbery must be placed to hide the compressor at the owner's expense.
2. No approval is needed to replace an existing HVAC unit, **provided** it is located in the backyard of a townhome or single family home. If an existing unit was installed in the front of a townhome or single family home, a new ACC request **must** be submitted to replace it.
3. Roof-mounted systems are not allowed.
4. Window A/C units locations must be approved by the ACC.

These rules apply to permanent or temporary systems.

2

Common Grounds Use Restrictions

Revised — April 2023

The use of Willow Creek HOA No. 3 common areas and grounds is a benefit available to all homeowners. In order to keep the grounds in good condition the following rules will apply:

1. No camping of any kind will be allowed.
2. No motorized vehicles shall be allowed on the trails or grounds, with the exception of motorized wheelchairs.
3. Animal waste must be picked up by the responsible party and removed from the common area and properly disposed of. Violations that occur on common area property are to be handled by the Management Company and the Board of Directors.
4. **Dogs must be leashed.**

3

Garage Door Replacement

Adopted — August 2006

Revised — February 2011, April 2023

Townhomes

Garage doors must be replaced with doors containing the same number of panels as original doors and of the same design. No windows will be allowed.

Doors must be installed and painted the field color of the home within sixty (60) days. Homeowners who wish to replace their garage door or receive a notice to replace their garage door must complete the appropriate "Request" form and submit it to the Architectural Control Committee via the management company. Forms for requests are available on both the association's website and the management company's website.

Single-family Homes

Garage doors must be replaced with doors containing the same number of panels as original doors and of the same design. Windows are allowed with ACC approval.

Doors must be installed and painted the field color of the home within sixty (60) days.

Homeowners who wish to replace their garage door or receive a notice to replace their garage door must complete the appropriate "Request" form and submit it to the Architectural Control Committee via the management company. Forms for

requests are available on the association's website and on the management company's website.

4

Grading and Drainage

Adopted — May 2011

Revised — April 2023

Townhome owners will maintain a positive drainage slope away from the front of their home's foundation of at least 5 degrees and for end units a slope of at least 5 degrees on the side of the unit, away from the foundation. In some situations this may not be feasible, in which case the ACC may approve a positive slope of a lesser value. In no circumstances will the ACC approve a negative slope or a zero slope.

The townhome owner is responsible for the proper drainage on land that is within their property line.

Single-family homeowners are encouraged to maintain appropriate drainage. However, townhomes are attached and therefore are required to keep proper drainage as damage may extend beyond the townhome owners residence.

Townhome owners in violation of this policy will be notified per the procedures as outlined in the Covenants.

The Association will enforce this policy per the procedures outlined in the Covenant Enforcement and Fine Policy included in the Appendix to this Policies Handbook.

5

Improper Storage of Items

Adopted — March 2000

Revised — April 2023

Homeowners will be notified in writing if they are not complying with Article X of the Covenants as it applies to storage of property.

The Association will enforce this policy per the procedures outlined in the Covenant Enforcement and Fine Policy included in the Appendix to this Policies Handbook.

Examples of improper storage of items include but not limited to: wood and landscaping materials left in the front or sides of the house, household and/ or garage items left in front or side of the yard or on driveway. All items should be stored out of sight.

6

Painting

Adopted — August 2006

Revised — February 2011, November 2022, April 2023

General Information:

The Architectural Control Committee shall conduct a community survey (walk around) in early spring to determine which homes will receive a paint notice. A minimum of 2 members of the committee will review the neighborhood.

The intent of the inspection is to cite only those homes where the preponderance of the paint surface needs painting or will need it within six (6) months. A home is considered to be in need of painting when wear, chipping, fading or flaking is easily visible from the street, greenbelt or from neighboring homes.

Notices will be mailed/emailed on or near April 1st of each year (subject to Management Company's processing of letters). Per Article IX, section 2, "Exterior Maintenance of the covenants, six (6) months will be allowed to finish painting."

Single-family homeowners who receive a notice must complete the appropriate "Request to Paint" form and submit it to the paint coordinator. Townhome owners who receive a notice must complete the appropriate "Request to Paint" form and submit it to the management company. Request forms are on the Association's website, *Willowcreek3.com*, as well as information to contact the management company and paint coordinator.

Approved single-family paint schemes can be found on the Willow Creek HOA NO. website or at the Sherwin-Williams paint store located at 7580 Park Meadows Dr. in Lone Tree. Samples of the

approved colors can be purchased at any Sherwin Williams store.

The pre-approved color schemes are the only colors allowed. Should a house be painted with a non-approved color scheme, the homeowner will be required to repaint at their expense. Single-family homeowners have the option to request a non-approved color scheme by submitting to the ACC a sample of a proposed color scheme on a minimum 8x10 card stock indicating the field and trim colors along with the paint code. All proposed special color scheme considerations must be in harmony and character with the neighborhood.

A notice to paint is considered a violation of covenants (Ref: Article IX, Exterior Maintenance) and subject to fines as detailed in the current Covenant Enforcement and Fine Policy.

Specifically, if painting is not completed within the six (6) months allowed by the covenants, fines will be assessed against the property owner per the current policy.

It's also important to note that:

- All painting shall be done in a neat and professional manner.
- Single-family homes may not be painted the same color as the neighbor on either side or directly across the street.
- The management company will provide townhome owners with the correct colors for their unit by address as well as the brand of paint required since matching is critical.
- Garage doors must be painted the field color of the single-family and townhome.

- Wiring and utility boxes for cable TV, internet services, solar panels and satellite dishes must be painted the field or trim color where the wiring runs. Painting must be completed within thirty (30) days after installation.
- House painting is to include roof vents, standpipes, flashing, etc., and is to match the roof color, NOT the house color. Gas meters should be painted the field color of the house or townhome. New vents, furnace pipes, gutters and radon mitigation systems must be painted the field or trim color as appropriate within sixty (60) days.
- Voluntary paint requests/approvals are valid for a period of six (6) months.
- Painting requests are for the entire structure. Partial painting is not approved, except for garage doors.

Under no circumstances shall the brick veneer, brick pillars or brick chimneys be painted on single-family homes or townhomes!

All paint requests must receive approval in writing even if repainting with the existing color. There will be NO verbal approvals from anyone.

Parking

Adopted — 1994

Revised — April 2023

The Association is the record owner of the common area within Willow Creek HOA III and is thereby empowered by the Declarations to maintain and administer the common property.

Article VIII, Section 1, Paragraph (A) of the Bylaws provides that the Board of Directors has the power to adopt and publish rules and regulations governing the use of the common area and the conduct of the members and their guests.

The Board of Directors deems it necessary to protect, maintain and administer the common property, to adopt a rule and regulation governing the parking of vehicles on common property. Therefore, the following rules are hereby adopted.

Parking of Vehicles on Common Property

- No parking shall be allowed in the grassy areas, nor shall any parked vehicle block the normal flow of traffic, sidewalks or other parking spaces. Vehicles of any sort may not be parked so that they interfere with the street cleaning or snow removal services. For further information about parking commercial vehicles in the community please contact the City of Centennial.
- No vehicles shall be left standing in a parking space in a non-operative condition, unlicensed or without current plates, nor shall there be any major repairs to vehicles done in a parking area.

- This rule is in addition to any other rule or regulation of Declaration or Bylaw provision regarding the parking or regulation of vehicles.
- Both owners and their tenants or guests are responsible for following the provisions of this parking rule, and owners are responsible for the compliance of their tenants or guests or the guests of their tenants.
- Penalties for the violation of a local ordinance may be enforced by the locality without regard to any remedies pursued by the Association. Vehicles parked in violation of these rules may be towed away at the vehicle owner's expense.
- If the Association is forced to take any action to abate the conduct the offender shall be liable for any and all costs, including but not limited to costs, expert witness fees, and attorney's fees incurred by the Association in connection with enforcement of this rule.
- Storage of any camper, boat, etc. is prohibited on any association property.

Restricted Vehicle

Revised — July 2006, April 2023

The purpose of these guidelines is to enforce Covenant Article X, restricting parking of Boats, Trailers (including camping trailers), RVs, Trucks, Campers* and Commercial vehicles within the property/lot of Willow Creek HOA No. 3.

Prohibited / restricted trucks have any of the following discernible attributes:

Advertising - Company logos and designs

A. Advertising (restricted vehicle may be parked in a driveway **if** advertising is covered with a blank magnetic flexible synthetic sheet the color of the vehicle **and** as long as the vehicle does **not also** have **any** below “B” attributes).

B. Attached racks or supports used to transport construction materials, machinery, equipment, debris, tools or extended panels.

- Restricted vehicles **within the property/lot** must be garaged.
- Prohibited trucks or commercial vehicles are allowed for the specific purpose of making pickups and deliveries to or at the property/lot or for home improvement purposes.
- **Note:** Contact the City of Centennial for rules, reporting and enforcement of street parking issues.

- *Forty-eight (48) hours will be allowed for Willow Creek HOA No. 3. Homeowners to load or unload their RVs, trailers (including camping trailers) in preparation for travel or storage off property/ lot. A new 48-hour period may not be initiated without an intervening minimum 24-hour period.

Restricted Vehicle Policy Enforcement

Enforcement procedure shall be as follows:

- The neighborhood will be canvassed at various times of day and night, on various days of the week to record restricted vehicle violations.
- Sightings of restricted vehicles will be reported to the property manager via e-mail, phone, or other approved communication means. The information reported shall include a description of the vehicle, license plate information, address, time and date, plus possible photo. Comments as to the status of the vehicle may be added, such as unlicensed vehicle, if that is the case, etc.

A notice is in letterform and contains the information reported to include date of sighting, license plate information, time and date.

- The fully completed notice will be in the form of a warning and mailed to the homeowner along with a copy of this policy and a note stating that any questions may be directed to the ACC via the property management company website. Please see *www.willowcreek3.com* website for all contact information.
- A copy of the warning will be filed in the association member's file.

- There will be a minimum of 30 days between the initial warning and the **2nd notice, which includes a fine.**
- If a second vehicle violation sighting is recorded for this same homeowner following the initial notice (warning) having been mailed or left on the offending vehicle, a \$50.00 fine will be assessed against the property every other day until the violation is cured.
- Should a vehicle violation sighting occur after the initial warning and 1st Notice has been mailed or left on offending vehicle, the following will occur after a minimum of 30 days: A **3rd violation** is recorded and a fine is assessed against the property, up to the **maximum** amount permitted by CCIOA, and/or legal action.
- Continued violations shall be enforced per the procedures outlined in the Covenant Enforcement and Fine Policy included in the Appendix to this Policies Handbook.
- **Special Attention**
 Unlicensed or non-running vehicles, trailers, boats, campers, etc. parked on association property are subject to towing, the owner being responsible for all charges, fees, storage, etc. Refer to the **Towing of Vehicles Policy in the Policies Handbook, Section 16.**
- Unlicensed or non-running vehicles on the street or on private property (other than Association property) can be referred to the City Of Centennial / Code Enforcement, or Arapahoe County Sheriff's Department, by any Willow Creek resident.

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Radon Exhaust Pipe

Adopted — April 2010

Revised — April 2023

Homeowners who wish to install a radon exhaust pipe must complete the appropriate "Request" form and submit it to the Architectural Control Committee via the management company. Forms for the requests are available on both the association's website and the management company's website.

Radon exhaust pipes may not be placed on the front of a townhome or single-family home.

Exhaust piping must be painted the field color of the home within sixty (60) days. Trim stripes must be added if appropriate.

Satellite Dish

Adopted — March 2000

Revised — August 2010, April 2023

Satellite dishes will be allowed in townhome and single-family homes only if the following criteria is met:

1. Installation of a satellite dish that is one meter or less in diameter and is designed to (1) receive direct satellite service, including direct-to-home satellite services (e.g., Dish Network, Direct TV) or designated to (2) receive video signals (your typical old fashioned TV antenna) is permitted within the owner's lot if the owner and/or resident complies with the following guidelines:
 - a. Each owner and/or resident who installs a satellite dish must place that satellite dish inside the fenced property. Satellite dishes may not be placed on the roof unless this is the only location in which a signal can be received.
 - b. Satellite dishes may not be placed on the side of the home facing the street or on the side of a townhome that has a main entrance (front door).
2. If an owner and/or resident cannot obtain an acceptable quality signal from a location other than the roof the owner must, prior to installing the satellite dish or antenna, submit to the ACC a statement from the installation company or contractor verifying that reception cannot be obtained from any other location within the fenced property. The owner and/or resident must also submit a proposed location for the installation of the satellite dish. The Association must

approve or disapprove this request within seven (7) days upon receipt of the request.

3. Cable placement from a dish antenna or from an in-ground provider (such as Comcast) may not be situated on the asphalt roofing shingles. All cables must be placed below the roofline. They may be attached to the trim boards that are contiguous to the roofing shingles. The only exception to this is if a satellite dish has prior approval to be mounted on the roof, in which case the cable is to be run to the nearest roof edge and then routed below the roofline.

Homeowners who wish to install a dish antenna must complete the appropriate "Request" form and submit it to the Architectural Control Committee via the management company. Forms for the requests are available on the websites for both the ACC and the management company.

Seasonal Decorations

Adopted — May 2006

Revised — April 2023

Prior approval is not required if installed in keeping with neighborhood standards.

Displays must conform to Article IX — being neat and attractive.

Displays must conform to Article X, which requires that any exterior lighting installed on any lot should either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

Decorations, *including lights and hangers*, may be put up no more than 30 days in advance of a holiday and must be removed within 30 days after the holiday.

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Signs & Flags

See Appendix B

Sign and Flag Display Policy.

Single-Family Home Roof Replacement

Adopted — March 2000

Revised — April 2023

Replacement roofing in the Willow Creek 3 community must be the standard or dimensional asphalt/composition material with a sample of the colored roofing being presented to the ACC for approval before installation. The ACC has a variety of approved colors/manufacturers, but it is necessary to complete the appropriate request forms available on either the community's or management company's websites.

Townhouse Roof Replacement

Adopted — May 2006

Revised — December 2009, April 2023

1. The use of Certainteed Landmark TL material or Certainteed Landmark IR impact resistant shingles, color Shenandoah only, as previously approved by prior roof committees, the ACC and past Board of Directors.
2. Repair of existing wood shake roofs is allowed until they are unserviceable. Replacement shall be with Certainteed Landmark, TL or Certainteed Landmark IR impact resistant shingles only. Any unit with roof detached from any other unit may replace their roof with ACC approval, using approved materials as noted in steps 1 and 3.
3. Interior units with roofs attached to a neighbors roof should replace those roofs all at the same time with ACC approval.* Article VII of our covenants (party walls) shall be honored and followed in order to protect the value and structural integrity of all units involved. Individual townhouse owners are responsible for any and all engineering, pricing, trip off clean up and the property installation in a neat and attractive manner.
4. The ACC has the right to inspect and send notice to repair or replace damaged or unsightly roofs.

*In the event the entire connected roofs cannot be re-roofed at the same time, individual roofs may be replaced per the City of Centennial Building Code requirements and ACC approval. All

permit & requirement costs are the requestor's responsibility. Should a physical barrier be required the "City Building Codes" said barrier "must" be removed when the existing adjoining roofs are connected.

Costs of installing and removing the physical barrier & interweaving of composite shingles to restore the contiguous rooflines are the responsibility of the owner who is replacing said roof.

Again it is necessary to complete the appropriate request forms on both the community's website and the management company's website.

*The goal of item 4 (above) is to provide owners in immediate need of replacing their roof(s) the ability to do so. It is however the ACC's goal that attached roof owners will work cooperatively on reroofing projects in an effort to reduce costs and eliminate the need for any city building code & ACC requirements. As a townhome row is completely reroofed, the original roofline will be re-established and maintained.

Structures

Adopted — March 2000

Revised - April 2023

- As used in Article X of the Declaration means any construction or any production or piece of work artificially built up or composed of parts joined together in some definite manner of a temporary nature used during the construction of the principal residence on, above or below the surface of any lot in the project, including but not limited to such structures as a house trailer, a temporary house or non-permanent outbuilding. Structures as described herein are only allowed during construction and are prohibited at all other times and under all other circumstances.
- As used in Article VIII of the Declaration means any construction or any production or piece of work artificially built up or composed of parts joined together in some definite manner of a permanent nature used in conjunction with or accessory to the principal residence on, above or below the surface of any lot in the project, including but not limited to, such structures as an accessory building, garage, tool shed, playground equipment or other improvement of similar nature.**
- All structures within the project are under the jurisdiction of the ACC and subject to the prohibitions and regulatory requirements enforced by the ACC. The ACC shall determine what is and is not a “structure” and, if determined to be a “structure”, which definition that structure falls under as provided in (A) and (B) above shall be determined by the

ACC and that determination shall be final for purposes of enforcement.

- Plans for the principal residence and any separate garage or accessory building are required to be submitted to the ACC for approval. Plans for any other structure as defined under (B) above may be submitted for approval by the ACC; anything erected or built or coming within the project which is determined by the ACC to be a “structure”, and for which no plans have been submitted or approved by the ACC, may be subject to removal or destruction.

A detailed plot plan of proposed structure must be provided, along with all dimensions, including setbacks from property lines, a topography of the area and finished height elevations of the proposed structure.

The ACC must be notified upon completion of the project to confirm conformance and compliance with the application.

- A copy of the permit from the City of Centennial may be required.

****Play structures are included in this policy and requires ACC approval.**

Towing of Vehicles

Adopted — 1994

Revised - April 2023

The Association is the record owner of the common area within Willow Creek HOA No. 3 and is thereby empowered by the Declaration to maintain and administer the common property.

Article X of the Declaration contains provisions regarding the use of the common area including paragraph 9 regarding the parking of certain vehicles on the property. Article VIII, Section 1 of the by-laws provides that the Board of Directors has the power to adopt and publish the rules and regulations governing the use of the common area and the conduct of the members of their guests.

Parking of All Vehicles on the Property

The Board of Directors deems it necessary to protect, maintain and administer the common property, to adopt a rule and regulation governing the towing of vehicles parked or maintained on common property in violation of the Rules, Regulations, Bylaws, and the Declaration.

Therefore, the following rules are hereby adopted:

- Vehicles parked in violation of the Rules & Regulations, Declaration, or Bylaws of the Willow Creek HOA No. 3 will be towed at the vehicle owner's expense in conformance with C.R.S. 40-10.-405(3)(b)(I) and (3)(b)(II). Such towing shall not preclude other action by the Association including but not limited to any other enforcement method adopted by the Association, or any legal or equitable action.

- Vehicles may be towed without notices if:
 - The vehicle owner or operator has received two previous notices for parking inappropriately in the same manner;
 - The vehicle blocks a driveway or roadway enough to effectively obstruct a person's access to the driveway or roadway;
 - The vehicle is parked in or effectively obstructing a designated and marked fire zone;
- Vehicles parked in violation of the Rules & Regulations, Declaration or Bylaws of the Willow Creek HOA No. 3, will be towed at the vehicle owner's expense upon completion of notices as provided herein. At least twenty-four (24) hours prior to towing. Written notice shall be placed on the windshield of the vehicle and shall clearly state:
 - That the vehicle will be towed without consent if the vehicle remains parked inappropriately;
 - A description of the inappropriate parking that has caused the notice to be given;
 - The time the vehicle will be towed if it is not moved to the appropriate parking, or the inappropriate parking has not been corrected;
 - That continuing to park inappropriately, in the same manner, may lead to the vehicle being towed without notice.

If the Association is forced to take any action for the violation of any of the Rules & Regulations, Declaration or Bylaw provisions regarding the parking and maintaining of vehicles then the offender and unit owner shall be subject to liability for any and all costs in connection with the action, including but not limited to costs, expert witness fees, and attorney's fees incurred by the

Association.

Parking in or at the end of a townhome alley is allowed for autos and SUVs unless there is signage prohibiting parking, contractor temporarily parking for work related tasks (may not block access to residents, snow removal or trash pickup).

Trash Enforcement

Revised — 2022, April 2023

The Willow Creek III Board of Directors, in response to a growing problem with trash and recycling containers, has developed a policy of enforcement to support our covenants in regard to this issue. Containers are not permitted to be placed on the curb prior to 5 p.m. the night before pickup. Empty containers must be retrieved by 8 p.m. the day of pickup and kept either in the garage or behind the homeowner's fence so they are not visible from the street. Any deviation from this policy will be considered a violation and subject to fines per the Covenant Enforcement and Fine Policy included in the Appendix to this Policies Handbook.

Window/Door Replacement

Revised — 2006, April, 2023

Request for window and/or door replacement must be submitted in writing to the ACC as required by Article VIII, Section 1 of the covenants.

Single-family Homes

1. ALL windows of the home shall match.
2. Single-family homes may replace windows using windows with or without mullion/grill bars. However, all windows of the home must match.
3. White or beige colored windows are acceptable. Bronze colored, as original, is acceptable as well.
4. Slider or French doors in beige, white or bronze are acceptable. Again, they must match other windows in the home.
5. It is permissible to replace all the windows on one side of a home as long as there is the intention of replacing all the windows over the next few years. It is preferable that all windows are replaced simultaneously.

Townhomes

1. Townhome windows must be bronze, as original, or dark brown in color and approved by the ACC.
2. Windows with mullion/grill bars must be replaced with like windows.
3. All townhome windows must be replaced simultaneously.

Special Requests

The outside trim moldings must be replaced with same material as existing rough-hewn cedar. The committee, on a case-by-case basis, shall review any request for other than approved windows as mentioned above.

Fences for Single-family Homes and Townhomes

Adopted — April 2023

Privacy Fences

- Privacy fences are to be 6 ft in height, made of cedar. Exception for a corner lot where the fence is not adjacent to another home and may be 5-6 feet in height. Privacy fences butting up against a split rail fence may 'step down' or lower towards the split rail section (homes backing to greenbelts).
- Pickets are to be 3 1/2" and must be placed vertically, finished side facing out on streets and greenbelts.
- Privacy fences must run continuously across all sides of the property.
- Gates may be placed on either side of the fence at the front of the property.
- Privacy fences may be stained or left in their natural state. Light tans or brown stains are preferred but all stain colors will be considered (submit the largest sample possible - brochure or actual sample can be submitted to the ACC at the monthly meeting).
- Painting a privacy fence will not be approved.

- Existing coatings on fences must be approved before being reapplied. Once a fence is stained, it must be maintained.
- Replacing a privacy fence does not guarantee the gate may be placed in the same position. Gates will be approved on a case by case basis.

Split Rail Fences (Single-family Homes Only)

- Split rail fences may be used as an “accent” only in the front yard, subject to ACC approval.
- Split rail fences may be used in the rear portion of the back yard when the house backs to a green belt. The sides between neighbors or facing a street must be a privacy fence.
- Gates will be approved on a case by case basis.
- Split rail fences must be 3 rails in cedar and no taller than four feet.
- Welded wire, wire mesh may be used to enclose pets within a split rail fence. However, lattice woodwork is not acceptable.

Townhome Gates

- For end units, gates may only be placed next to garages, at the rear of the townhome.
- Gates between garages (double or single gates) may be stained or left in their natural state. Light tans or brown stains are

preferred but all stain colors will be considered for review by the ACC.

Short-term Rentals

Adopted — April 2023

In September 2021, Centennial City Council approved an ordinance regulating short-term rentals in the city. Willow Creek III has adopted the ordinance with some notable additions.

The current City of Centennial rules (as of April 2023, which may be amended at any time by the City):

- All short-term rentals (STR) in the City of Centennial must maintain an active STR license with the City.
- Centennial has an occupancy limit of two (2) STR renters per bedroom, with 8 renters per property maximum.
- No gathering can have attendees greater in number than two times the relevant occupancy limit (ex. no more than 12 in attendance in a three bedroom house).
- STRs are not allowed in accessory dwelling units (ADUs).
- STR properties are required to provide two (2) off-street parking spaces for renters.
- Centennial Neighborly Renter Rules must be posted near the front door of the rental property and another laminated copy must be left in a prominent place in the kitchen.

- Each neighbor with an adjoining property or directly across the street must be provided with the Centennial Neighborly Owner Contact Handout.

The additions are:

- A copy of the active license must be filed with the management company.
- Each neighbor with an adjoining property or across the street must be notified in writing of the STR.

Xeriscaping/Landscaping

See Appendix B

- Townhome Xeriscape and Drought-Tolerant Vegetative Landscape Policy
- Single Family Detached Home Water-Wise Landscape Policy

Dumpsters and Moving (Storage) Pods

Adopted — April 2023

Residents are required to contact the City of Centennial to determine whether or not a permit is required. If yes, a copy of the permit should be attached to the ACC request for the dumpster to be on the property.

Single-family Homes

Dumpsters in Willow Creek HOA NO. must be placed in driveways and may not be larger than 20 yards (8 ft. x 22 ft). Dumpsters must be removed within 2 weeks after the completion of a project, total duration not to exceed 60 days. If the project will exceed 60 days, a new ACC approval to extend the dumpster must be obtained.

The site around the dumpster (and the worksite in general) should remain clean and free of all debris. Moving (storage) pods may only be placed in the driveway, not to exceed 60 days after receiving approval from the ACC.

Townhomes

Dumpsters and moving (storage) pods are **not** allowed to be stored in any townhome alleys due to the current City of Centennial fire codes. Owners are advised to contact the City for permits, regulations and rules.

Trees

Adopted — April 2023

Single-family Homes

Dead trees or dead branches visible from a green belt, a street or above a privacy fence in yards must be removed promptly. Fallen branches should be cleared from lawns, landscaping or sidewalks promptly.

Townhouses

Dead trees or dead branches inside a townhouse back patio area visible from the alley or green belts must be removed promptly.

Outdoor Fire Pits - Townhomes

Adopted — June 2023

Any homeowner who wishes to use a recreational fire pit must adhere to these guidelines. An outdoor gas fire pit is defined as an outdoor device within which a fully or partially enclosed controlled flame is fed by gas and its purpose is the production, ambiance, and enjoyment of a flame. It should not be used for cooking or the combustion of matter (i.e., trash, paper, yard waste, etc.).

ONLY gas fire pits will be allowed for Townhome rear patio areas because they can be turned off quickly, do not emit embers or smoke, and do not contain hot coals that must be extinguished and disposed of. Any other type of fire pit is expressly forbidden because of the risk of a fire, smoke hazard, or nuisance to surrounding townhomes.

Any outdoor use of a gas fire pit shall not take place when high winds or extremely dry conditions make such fires hazardous or cause the fire or smoke to be offensive dangerous or objectionable to other residents. When a gas fire pit is used, residents must adhere to S. Metro Fire Rescue guidelines as outlined in local fire danger alerts or burn restrictions.

The gas fire pit shall be constantly attended to by an adult (18 years old, minimum) who has access to a telephone to notify the fire department if a problem develops. This attendance shall be constant and shall continue until the fire is completely extinguished.

APPENDIX

CCIOA Governance Policies

- Adoption & Amendment of Policies, Procedures & Rules Policy
- Policy Regarding Alternative Dispute
- Director Conflict of Interest Policy
- Investment of Reserve Funds Policy
- Governance Policy Concerning Reserve Studies
- Assessment Collection Policy
- Covenant Enforcement Policy
- Conduct of Meetings Policy
- Records Inspection Policy

WILLOW CREEK HOMEOWNERS ASSOCIATION NO.3

Policy Regarding the Adoption and Amendment of Policies, Procedures and Rules

The following procedures for the adoption and amendment of policies, procedures and rules were adopted by the Board of Directors of Willow Creek Homeowners Association No.3 ("Association") pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Effective Date: January 1, 2006.

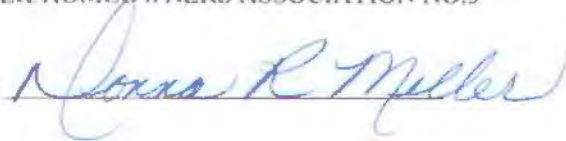
NOW, THEREFORE, IT IS RESOLVED that the following procedures shall apply to the Association's policy, procedure and rule-making authority:

1. Pursuant to Article VIII, Section I of the Association's bylaws, the authority to adopt and amend policies, procedures, rules and regulations lies with the Board of Directors of the Association.
2. The Board, having determined that an issue affects the community for which a policy, procedure, or rule would be beneficial, and having discussed reasonable approaches to address the issue, may adopt a policy, procedure or rule in the reasonable discretion of the Board by any method authorized by the Association's governing documents or pursuant to Colorado law.
3. For purposes of this procedure, the Board will take reasonable steps to avoid adopting a policy procedure or rule that is contrary to Federal, State or local law or the Association's governing documents. Notwithstanding the foregoing, the rule or policy may further regulate, clarify, modify or elaborate on express provisions in the Association's governing documents. The Board will exercise reasonable care to balance the Association's interests with the interests of the individual Owners.
4. The policy, procedure, rule or regulation shall be effective upon its adoption or such other date as determined by the Board. Notwithstanding the foregoing, the Board shall distribute the duly adopted policy, procedure, rule or regulation by any reasonable means available, including but not limited to internet posting, e-mail, mail (through a newsletter or otherwise), or by personal delivery. Pursuant to the Association's Policy Regarding Inspection and Copying of Association Records, all duly adopted rules and policies may be inspected by Owners.
5. An Owner's failure to receive the policy, procedure, rule or regulation shall not be a defense to the Association's ability to enforce the policy, procedure, rule or regulation or to levy fines, expenses or attorneys' fees as a result of a violation of the policy, procedure, rule or regulation. In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

The undersigned hereby certifies that the foregoing resolution was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on 12/17 2005.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO.3

By its President



POLICY REGARDING ALTERNATIVE DISPUTE RESOLUTION

The following policy regarding alternative dispute resolution was adopted by the Board of Directors of the Willow Creek Homeowners Association No.3 ("Association") pursuant to C.R.S. 38-33.3-124, at a regular meeting of the Board of Directors.

Effective Date: May 1, 2013

NOW, THEREFORE, it is resolved that the Association does adopt the following policy regarding the resolution of certain disputes:

1. The Board, pursuant to C.R.S. 38-33.3-124 desires to encourage the use of certain types of alternative dispute resolution ("ADR") to resolve certain claims between Owners and the Association.
2. The Board has determined that mediation can be an effective method of resolving certain disputes if both parties to the dispute genuinely desire to mediate the dispute. Consequently, the term "ADR" as used in this policy shall apply only to mediation. Furthermore, compliance with this policy is purely voluntary but encouraged, nonetheless.
3. This ADR policy shall be inapplicable to actions by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceedings.
4. If an Owner or the Association desires that a matter between the two, other than those excepted by paragraph 3 above be submitted to mediation, the moving party shall submit a written request for mediation. The other party shall respond in writing within thirty (30) days of receipt of the request for mediation as to whether the responding party is willing to participate in mediation. Should the parties agree to mediate, the parties shall work cooperatively to select a mutually acceptable mediator and shall endeavor to mediate the dispute in a good faith manner.

5. Any agreement reached through mediation shall be documented in a signed writing. Unless the parties agree to the contrary, the cost of the mediation shall be divided equally between the Owner and the Association. If the dispute is resolved through mediation, the parties' respective attorneys' fees shall be paid as set forth in the written agreement.
6. If the parties resolve any dispute through mediation, and the other party fails to abide by the terms of the written agreement pertaining to such resolution, then the other party may file suit to enforce such agreement immediately. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement, including without limitation, attorney fees and costs.
7. If mediation is to be pursued, the Association may request an agreement with the Owner be executed prior to the commencement of the mediation, which tolls any applicable statute of limitations while the parties are attempting to resolve the dispute through ADR. The parties may be, but do not need to be, represented by counsel at the mediation proceedings.
8. Compliance with this ADR policy shall not be a pre-requisite to seeking redress through litigation; either party can request mediation in accordance with this policy before or after a suit is filed. This policy is not intended to pertain to disputes between two or more Owners.
9. The Board of Directors may amend this policy from time to time.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
Adoption of Policies

The undersigned hereby certify that all policies set forth in the Table of Contents of the Willow Creek Homeowners Association No. 3's Rules & Regulations, dated May 1, 2013 were adopted and made a part of the minutes of the meeting of the Board of Directors of the Willow Creek Homeowners Association No. 3 conducted on the 11th day of April, 2013.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Lynn Countryman
Lynn Countryman (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Cheryl E. Kuntz
Cheryl E. Kuntz (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Bonnie West
Bonnie West (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Sharon A. Briggs
Sharon A. Briggs (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Mike J. K.
Mike J. K. (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Sharon A. Briggs
Sharon A. Briggs (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: NATHAN GAZELT
NATHAN GAZELT (print name), Director

DIRECTOR CONFLICT OF INTEREST POLICY

The following director conflict of interest policy was adopted by the Board of Directors of Willow Creek Homeowners Association No.3 ("Association") pursuant to

C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Effective Date: May 1, 2013.

NOW, THEREFORE, IT IS RESOLVED that the following procedures shall apply in cases where members of the Association's Board of Directors have a conflict of interest, as that term is described herein below:

1. As used in this policy, "Conflicting Interest Transaction" means: A contract, transaction, or other financial relationship between the Association and a Director (Board Member) of the Association, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest. As used in this policy, "Officer" means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney or accountant employed by the Association.
2. No loans shall be made the Association to its Directors or Officers. Any
Director or Officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.
3. 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 a Member or by or in the right of the Association solely because the Conflicting Transaction Involves a Director of the Association or a party related to a Director or an entity in which a Director of the Association is a director or officer or has a financial interest or solely because the Director is present at or participates in the meeting of the Association's Board of Directors or

of the committee of the Board of Directors that authorizes, approves, or ratifies the Conflicting Interest Transaction or solely because the Director's vote is counted for such purpose if:

- a. The material facts as to the Director's relationship or interest and as to the Conflicting Interest Transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors 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 Director's relationship or interest and as to the Conflicting Interest Transaction are disclosed or are known to the Members entitled to vote thereon, and the Conflicting Interest Transaction is specifically authorized, approved, or ratified in good faith by a vote of the Members entitled to vote thereon, or
 - c. The Conflicting Interest Transaction is fair as to the Association.
4. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorizes, approves, or ratifies the Conflicting Interest Transaction.
 5. For purposes of this section, a "party related to a Director" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or interest in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director, officer, or has a financial interest.
 6. The Association's conflict of interest policies, procedures and rules and regulations shall be reviewed periodically.

In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
Adoption of Policies

The undersigned hereby certify that all policies set forth in the Table of Contents of the Willow Creek Homeowners Association No. 3's Rules & Regulations, dated May 1, 2013 were adopted and made a part of the minutes of the meeting of the Board of Directors of the Willow Creek Homeowners Association No. 3 conducted on the 11th day of April, 2013.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Lynn Countryman
Lynn Countryman (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Cheryl E. Kestel
Cheryl E. Kestel (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Bonnie West
Bonnie West (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Sharon A. Briggs
Sharon A. Briggs (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Mike J. Kestel
Mike J. Kestel (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Sharon A. Briggs
Sharon A. Briggs (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: NATHAN GAZELT
NATHAN GAZELT (print name), Director

POLICY REGARDING INVESTMENT OF RESERVE FUNDS

The following policy regarding the investment of reserve funds was adopted by the Board of Directors of Willow Creek Homeowners Association No.3 ("Association") pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Effective Date: May 1, 2013.

NOW, THEREFORE, it is resolved that the Association does adopt the following policy regarding the investment of reserve funds:

1. The Board, pursuant to C.R.S. 7-128-401, shall be entitled to rely on the information, opinions, reports or statements of accountants, legal counsel, and those other persons the Board reasonably believes have professional or expert competence in the matters at issue. The Board shall be subject to the standards set forth in C.R.S. 7-128-401, except that as used in that section, "corporation" or "nonprofit corporation" means the Association, "Director" means a member of the Association's Board, and "Officer" means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney or accountant employed by the Association.
2. The Treasurer of the Association shall be primarily responsible for the tasks of investigating investment options for and the investment of the Association's reserve funds. However, the entire Board shall be responsible for the ultimate decisions made with regard to the investment of reserve funds.
3. The Treasurer shall evaluate investment options available to the Association, taking into account the security of the investment, the potential rate of return, the availability of federal deposit insurance, the liquidity of the investment, the reputation of the investment as well as of any advisors to the Treasurer, as well as any other factors that the Treasurer deems are

reasonable. Any investment of Association funds shall take into consideration the preservation of the principal balance of the reserve funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. The Association shall, when investigating potential investment options, seek to mitigate loss by diversifying the investment portfolio, limiting investments to the safest types of investments, minimizing the risk of the market value of investments in the portfolio due to changes in general interest rates, structuring its investments in such a way as to remain sufficiently liquid to meet all planned reserve fund expenditures, and minimizing the need to sell investments prior to maturity.

4. The Treasurer shall report to the Board with the Treasurer's recommendations regarding the investment of reserve funds. The Board shall vote on the decisions made and shall document such vote in the minutes of the Association.

5. No member of the Board or any person who is a parent, grandparent, spouse, child, or sibling of a Board member, or a parent or spouse of any of those persons shall financially benefit, directly or indirectly, in the investment of reserve funds other than as a member of the Association generally.

6. The Board shall investigate on a periodic basis, but no less frequently than quarterly, the current balance of reserve funds and shall adjust the investments as needed to comply with the terms of this policy and the advice of those professionals upon whom the Board rely.

In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
Adoption of Policies

The undersigned hereby certify that all policies set forth in the Table of Contents of the Willow Creek Homeowners Association No. 3's Rules & Regulations, dated May 1, 2013 were adopted and made a part of the minutes of the meeting of the Board of Directors of the Willow Creek Homeowners Association No. 3 conducted on the 11th day of April, 2013.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Lynn Countryman
Lynn Countryman (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Cheryl E. Kestel
Cheryl E. Kestel (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Brian West
Brian West (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Sharon A. Briggs
Sharon A. Briggs (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Mike J. Kestel
Mike J. Kestel (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Shawn A. Ledge
Shawn A. Ledge (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: NATHAN GAZELT
NATHAN GAZELT (print name), Director

GOVERNANCE POLICY REGARDING RESERVE FUNDS

This Governance Policy Concerning Reserve Studies is adopted this **1st day of May 2013**, by the Board of Directors of the Willow Creek Homeowners Association No. 3 ("Association") in accordance with the requirements of Colorado Revised Statute 38- 33.3-209.5.

Its the policy of the Association to conduct a reserve study for the portions of the Association's community that are maintained, repaired, improved or replaced by the Association as follows:

The Association shall prepare internally, or request the external preparation_ of, a reserve study for those items of the Association 's community that are maintained, repaired, improved or replaced by the Association. The reserve study will be periodically updated when deemed appropriate by the Board of Directors but shall be updated no less frequently than every five (5) years.

The individual or individuals preparing the reserve study may or may not have professional experience in conducting the reserve study. The reserve study will be based on both physical and financial analyses of the Association's community.

The reserve study will recommend a funding plan for any work recommended by the reserve study. The funding of the work recommended by the reserve study will be reviewed at least once per year and incorporated into the Association's then-current budget.

Sources of funding will generally consist of regular periodic maintenance fees collected by the Association. However, in the event of an urgent and/or unforeseen reserve, the Board of Directors shall be entitled to fund the expenditure by any legal means not prohibited by the Association's governing documents, including but not limited to the levy of one or more special assessments or the borrowing of funds

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
Adoption of Policies

The undersigned hereby certify that all policies set forth in the Table of Contents of the Willow Creek Homeowners Association No. 3's Rules & Regulations, dated May 1, 2013 were adopted and made a part of the minutes of the meeting of the Board of Directors of the Willow Creek Homeowners Association No. 3 conducted on the 11th day of April, 2013.

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Lynn Countryman
Lynn Countryman (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Cheryl E. Kestel
Cheryl E. Kestel (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Brian West
Brian West (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Sharon A. Briggs
Sharon A. Briggs (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Mike J. Kestel
Mike J. Kestel (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: Shawn A. Ledge
Shawn A. Ledge (print name), Director

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

By: NATHAN GAZELT
NATHAN GAZELT (print name), Director

RESOLUTION OF BOARD OF DIRECTORS
OF
WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
ADOPTING
ASSESSMENT COLLECTION
AND
COVENANT ENFORCEMENT AND FINE POLICIES

WHEREAS, pursuant to the Declaration of Covenants and Restrictions (the “Declaration”), the Board of Directors (the “Board”) of Willow Creek Homeowners Association No. 3 (the “Association”) is responsible for levying assessments for common expenses against the property subject to the Declaration and collecting those assessments from the Owners of those properties; and

WHEREAS, the Board is also responsible for enforcing the covenants, conditions, and restrictions specified in the Declaration and the Rules and Regulations adopted by the Board (collectively the “Governing Documents”); and

WHEREAS, the Declaration and/or the Colorado Common Interest Ownership Act C.R.S. § 38-33.3-101, *et seq.* (“CCIOA”) give the Board the right and power to levy reasonable fines against owners for violations of the Governing Documents; and

WHEREAS, the State of Colorado recently amended CCIOA to impose additional requirements and restrictions that community associations must follow when collecting assessments, enforcing its Governing Documents, and imposing fines; and

WHEREAS, the amendments to CCIOA apply to the Association; and

WHEREAS, CCIOA requires the Association to adopt written policies governing the collection of assessments, the enforcement of its Governing Documents, and the imposition of fines against violating owners; and

WHEREAS, the Board desires to adopt written policies governing the collection of assessments, the enforcement of its Governing Documents, and the imposition of fines against violating owners that comply with the recent amendments to CCIOA;

NOW, THEREFORE, BE IT RESOLVED, that:

1. All previous policies regarding the collection of assessments are hereby revoked and replaced with the new Assessment Collection Policy attached hereto as Exhibit A.

2. All previous policies regarding the enforcement of the Governing Documents and the imposition of fines against violating owners are hereby revoked and replaced with the new Covenant Enforcement and Fine Policies attached hereto as Exhibit B.

3. The Association's management company is directed to distribute this resolution and the Assessment Collections Policy to all members of the Association.

This resolution has been approved by the Board of Directors of the Association by a majority vote.

Dated: 3/27/23

By: 

Its: President

EXHIBIT A

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

ASSESSMENT COLLECTION POLICY

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3 (the “Association”) is a Colorado nonprofit corporation organized to operate and administer a residential community association located in Arapahoe County, Colorado known as Willow Creek Homeowners Association No. 3 (the “Property”). The Property is subject to and governed by a certain Declaration of Covenants and Restrictions (the “Declaration”).

The Association and the Property are also governed by and subject to the assessment collection requirements specified in Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* (“CCIOA”) as recently amended by HB 22 1137.

The Association is governed by a Board of Directors (the “Board”). The Association, by and through its Board, is authorized and empowered to enforce the covenants, conditions, and restrictions set forth in the Declaration, as well as the covenants, conditions, and restrictions set forth in the Association’s Bylaws and Rules and Regulations (collectively, the “Governing Documents”). The Governing Documents specifically authorize and empower the Association and its Board to enforce the Owners’ obligations to pay assessments.

The Board hereby adopts this Assessment Collection Policy to establish policies and procedures for the collection of Assessments levied pursuant to the Restrictions.

SECTION 1. OWNER RESPONSIBILITIES

1. Owners are responsible for paying assessments as further specified in the Governing Documents. The term “assessments” shall mean regular and special assessments.

2. Owners are responsible for delivering all payments to the Association, whether by mail or direct deposits. Owners must notify the Association in writing of any change in their mailing address or status immediately. The Association shall not be liable for any errors or omissions in any billing to the Owner or collection action as a result of a failure to notify the Association in writing of an address change.

3. Checks containing a restrictive endorsement on the back may, at the option of the Association, either (i) be returned to the Owner and the amount tendered shall be considered unpaid, or (ii) be deposited without waiving any of the rights and remedies of the Association to unpaid sums, regardless of whether the restrictive endorsement is crossed out.

SECTION 2. DELINQUENCIES, LATE CHARGES, AND INTEREST

2.1 Due Date. An Owner will timely and fully pay assessments. Annual assessments are determined and assessed prior to the beginning of the upcoming fiscal year. Additionally, the Association may pass special assessments to cover unforeseen costs and expenses. Annual assessments are due and payable in twelve (12) monthly installments on the first calendar day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. Special assessments are due and payable on the first calendar day of the month after they are passed, or in such other manner as the Board may designate in its sole and absolute discretion.

2.2 Delinquency. Any assessment or installment of an assessment that is not fully paid on its due date shall be considered delinquent. A delinquency remains until paid in full, with any applicable late fees, interest, and collection costs.

2.3 Late Fees and Interest. If an assessment or installment of an assessment is not received within thirty (30) days after the due date, the Association shall levy a late fee in the amount of \$5.00 per month, and such balances shall accrue interest at a rate of eight percent (8.00%) per annum, until the delinquency is satisfied as set forth in the Collections Policy Schedule.

2.4 Liability for Collection Costs. Owners are liable to the Association for the reasonable costs and attorney fees incurred by the Association in collecting delinquent assessments.

2.5 Insufficient Funds. The Association may levy a \$20.00 fee for any check returned to the Association marked "not sufficient funds" or the equivalent. This fee is a collection cost, not a late fee. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by ACH draft, certified check or money order.

2.6 Waiver. Late fees and collection costs may only be waived by a majority vote of the Board.

SECTION 3. ALLOCATION AND PAYMENT

3.1 Application of Payments. Payments received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Delinquent assessments
- (2) Current assessments

- (3) Attorney fees and costs associated with collection of delinquent assessments
- (4) Fines.

3.2 Payment Plans. Owners have the right to a payment plan to satisfy their past-due balance. Owners are entitled to make a payment plan proposal to the Association, provided that the terms of the proposed payment plan satisfy the following criteria:

- (1) The payment plan term cannot exceed eighteen (18) months;
- (2) The minimum monthly payment under the payment plan term must be at least \$25.00 per month.
- (3) Payments made under the payment plan must be sufficient to satisfy the entire past-due balance over the payment plan term.
- (4) An Owner's failure to make three (3) of the required monthly installment payments due under a payment plan within fifteen (15) days of their due date shall be considered a default. In the event of a default, the Association may retroactively assess any late fees that would have normally occurred on the past-due balance during the payment plan, assess future late fees on the outstanding balance and foreclose its assessment lien.
- (5) In addition to payments under the payment plan, Owners must also make all future regular and special assessment payments as the same come due.

The Association's management company charges a payment plan monitoring fee in an amount set forth on the management company addendum attached hereto as **Exhibit 1**. The Association pays these fees up front, and then assesses them back to the delinquent Owner. Once they are assessed back, they are added to become a part of the delinquent Owner's outstanding balance.

Owners wishing to enter into a payment plan must contact the Association's management company, whose contact information is set forth on the management company addendum attached hereto as **Exhibit 1**. Owners are responsible for proposing the terms of the payment plan, which must comply with the minimum criteria set forth above. The Association's management company shall have the power and authority to accept payment plan offers from Owners conforming to the requirements of this Section 3.2.

Unless otherwise agreed upon by the Association and the Owner, payments made while the payment plan is in effect shall be in the form of a personal check, cashier's check or money order payable to the Association. All checks will include the delinquent Owner's street address and/or account number on the memo line. Unless otherwise agreed upon by

the Association and the delinquent Owner, payments shall be mailed to the Association's management company at the address specified on the management company addendum attached hereto as **Exhibit 1**.

3.3 Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a satisfaction of lien to be publicly recorded. The Association's management company and/or attorneys charge a fee for preparing and recording a lien release. The Association will assess these costs back to the delinquent Owner, and the same shall be added to become a part of the delinquent Owner's outstanding balance.

3.4 Verification of Debt. Owners wishing to obtain a copy of their ledger to verify the amount of a debt may contact the Association's management company, whose contact information is set forth on **Exhibit 1**.

SECTION 4. COLLECTION PROCEDURES

4.1 One-Time Courtesy Write-Off. To reduce the number of Owners the Association must contact about their outstanding balances, the Association will write off past-due balances consisting of late fees, fines, and/or interest – but **not** assessments or attorney fees – in an amount of up to \$50.00 per unit. This courtesy write-off shall apply only to past-due balances existing as of the date of the adoption of this Assessment Collection Policy. It shall not apply to any past-due balances arising after the adoption of this Assessment Collection Policy.

4.2 Monthly Courtesy Notifications. On a monthly basis, the Association shall send to each Owner who has any outstanding balance owed to the Association a courtesy letter that includes an itemized list of all assessments, fines, and charges that the unit Owner owes to the Association. This courtesy letter and itemized list shall be sent to each such Owner by first-class U.S. Mail and e-mail (if the Owner has provided the Association with an e-mail address for the receipt of such notices).

4.3 Pre-Collection Demands. Before taking any action to collect past-due assessments, the Association shall first send the delinquent Owner the following notices within the time period specified in Section 6, below:

A. First Demand Letter. The Association shall first send the delinquent Owner a First Demand Letter that conforms to the following requirements:

1. The First Demand Letter shall be sent to the delinquent Owner by the following means:

- Certified Mail;
- Physical Posting at the delinquent Owner's unit; and
- One of the following additional means:
 - First-class U.S. Mail;

- Text; or
- E-mail.

2. The First Demand Letter shall state whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both.

3. The First Demand Letter shall state the steps the Association must take before it can take legal action against the delinquent Owner.

4. The First Demand Letter shall state the legal actions the Association can take against the delinquent Owner.

5. The First Demand Letter shall state that if the delinquency concerns unpaid assessments, then it could lead to foreclosure of the Association's assessment lien.

6. The First Demand Letter shall state what the delinquent Owner can do to cure the delinquency.

7. The First Demand Letter shall state that the delinquent Owner has the right to enter into a payment plan consistent with this Assessment Collections Policy and CCIOA.

B. Second Demand Letter and Lien. If the delinquent Owner does not pay or enter into a payment plan to repay their past-due balance in response to the First Demand Letter, then the Association will send a Second Demand Letter to the delinquent Owner by first-class U.S. Mail. This Second Demand Letter will notify the delinquent Owner that: (1) the Association will place the account with an attorney for further action if the balance is not satisfied within thirty (30) days; and (2) the Association will record a lien against the delinquent Owner's unit as permitted by this Assessment Collections Policy and applicable Colorado law.

In addition to the Second Demand Letter, the Association will also contemporaneously prepare and record an assessment lien statement against the Owner's Lot.

C. Third Demand Letter and Lien. If the delinquent Owner does not pay or enter into a payment plan to repay their past-due balance in response to the Second Demand Letter, then the Association will send a Third Demand Letter to the delinquent Owner by first-class U.S. Mail. This Third Demand Letter will notify the delinquent Owner that: (1) the Association has placed the delinquent Owner's account with an attorney for further action; and (2) the Association has recorded a lien against the delinquent Owner's unit as permitted by this Assessment Collections Policy and applicable Colorado law.

The Association's management company charges a fee for preparing and sending these demand letters in the amounts set forth on the management company addendum attached hereto as **Exhibit 1**. The Association pays these fees up front, and then assesses them back to the delinquent Owner. Once they are assessed back, they are added to become a part of the delinquent Owner's outstanding balance.

Additionally, the Association's management company charges a fee for preparing and recording an assessment lien against their properties in an amount set forth on the management company addendum attached hereto as **Exhibit 1**. The Association pays these fees up front, and then assesses them back to the delinquent Owner. Once they are assessed back, they are added to become a part of the delinquent Owner's outstanding balance.

4.4 Collection by Third Party. The Association may refer delinquent Owner accounts to its attorney for legal action if all the following criteria are satisfied:

- The Association sent the delinquent Owner the first demand letter, second demand letter, or third demand letter;
- The delinquent Owner failed to pay their past-due balance, failed to enter into a payment plan to pay their past-due balance, or failed to pay at least three of the required monthly installments under a payment plan within fifteen (15) days of their due dates; and
- The Board votes in closed/executive session at a board meeting to send the delinquent Owner's account to collections.

If the Association refers a delinquent Owner account to its attorney for legal action, then the delinquent Owner will be liable to the Association for all collection fees and expenses, including legal fees, incurred by the Association along with all other costs of collection. The Association's agent is authorized to pursue all legal remedies available under the Declaration and Colorado law, including but not limited to preparing a lawsuit for the delinquent account or foreclosing on the Association's lien.

4.5 Verification of Owner Information. The Association or its authorized agents may obtain a title report to verify the legal Owners of any property within the Association. The Association will assess these costs back to the delinquent Owner, and the same shall be added to become a part of the delinquent Owner's outstanding balance.

4.6 Suspension of Membership Rights. Unless otherwise prohibited by the Governing Documents and/or applicable Colorado law, the membership rights of any Owner whose account is thirty (30) days or more past due may be suspended at any time at the discretion of the Board during the period that any assessment, installment of an assessment, late fee, or collection cost remains unpaid.

SECTION 5. LATE FEE AND COLLECTIONS POLICY SCHEDULE

The Association shall impose late fees and take collection actions against delinquent accounts pursuant to the following schedule:

Delinquency Period	Association Action	Monetary Liability
30 Days Past Due	Courtesy notification (See Sec. 4.2, above)	Late Fee: \$25.00/month (See Sec. 2.3, above) Interest: 8.00% per year (See Sec. 2.3, above)
31-60 Days Past Due	First Demand Letter (See Sec. 4.3(A), above)	Late Fee: \$25.00/month (See Sec. 2.3, above) Interest: 8.00% per year (See Sec. 2.3, above)
61-90 Days Past Due	Second Demand Letter (See Sec. 4.3(B), above) Preparation of Assessment Lien	Late Fee: \$25.00/month (See Sec. 2.3, above) Interest: 8.00% per year (See Sec. 2.3, above) Lien Fee: Per Exhibit 1 (See Sec. 4.3(B), above)
91-120 Days Past Due	Third Demand Letter (See Sec. 4.3(C), above) Referral to Attorney for Further Action	Late Fee: \$25.00/month (See Sec. 2.3, above) Interest: 8.00% per year (See Sec. 2.3, above) Legal Fees and Collection Costs (See Sec. 4.4, above)

SECTION 6. REMEDIES FOR COLLECTION OF DELINQUENT ASSESSMENTS

6.1 The Association may exercise all rights and remedies available under the Association's Declaration and Colorado law, including without limitation, the Owner's delinquent account being turned over to an attorney or collections agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property.

Notwithstanding the foregoing, before the Association can foreclose its lien against any property within the Association, the balance of the assessments and charges

secured by the lien must equal or exceed an amount equal to six months of common expense assessments based on the periodic budget adopted by the Association.

6.2 To the fullest extent permitted by the Association's Declaration and Colorado law, the Association may also deny rights to use Association facilities, voting rights, or other rights in the Association until all assessments and other sums are paid in full. In order to be an "Owner in good standing" for purposes of this Article, and to obtain a release of liens, restoration of voting or other rights, or to terminate litigation, the delinquent Owner must make payment in full of all assessments and other sums, including sums which arise after the collection process or after the Owner delivers a payment to the Association.

6.3 To the fullest extent permitted by the Association's Declaration and Colorado law, the Association may (but shall not be required) proceed by filing litigation against any Owner who has not paid his assessment and, without affecting that remedy, may also file a lien against the delinquent Unit, which may be foreclosed as provided in the Association's Declaration and Colorado law.

6.4 To the fullest extent permitted by the Association's Declaration and Colorado law, the Association may also assign its assessment lien and/or collection rights against the delinquent property and/or delinquent Owner to a third-party assignee, without recourse or warranty of any kind. The assignee shall assume all responsibility for the enforcement of the assigned lien, and the Association shall not be liable for any actions of said assignee. Unless the Board otherwise agrees assignments shall apply only to assessment as described above that are owed to the Association prior to the assignment, and shall not assign, release or supersede any claims or lien the Association may have for assessments accruing after said date. If an assignee does not pay any assessments levied after the assignment, the assigned assessment lien shall be subordinate to any future assessment by the Association, and the assignee may not take any actions that would hinder the Association's right or ability to collect those unpaid future assessments. Any assignment shall automatically include the above terms without the necessity of any recital therein.

SECTION 7. GENERAL PROVISIONS

7.1 Independent Judgment. The officers, directors, manager, and agents of the Association may exercise their independent, collective, and respective judgment in applying the terms of this policy.

7.2 Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Declaration and Colorado law.

7.3 Limitations of Interest. Notwithstanding any contradictory provisions in the Governing Documents, the Association shall not charge interest on any past-due balance in an amount greater than eight percent (8.00%) per annum.

7.4 Amendment of Policy. This policy may be amended from time to time by the Board.

7.5 Hearing Request. If an Owner disputes any of the fines assessed against him or her under this Assessment Collection Policy, then he or she may request an opportunity to be heard by the Board regarding those fines. An Owner must exercise this right by sending a written request to the Association no later than ten (10) days after the fine is assessed.

7.6 Conflicts Among Documents. In the event of that any provision in this Assessment Collection Policy conflicts with the Governing Documents or applicable Colorado law, then the Governing Documents and/or applicable Colorado law shall control.

EXHIBIT 1 TO ASSESSMENT COLLECTION POLICY

MANAGEMENT COMPANY ADDENDUM



THE SMARTER WAY TO HOA™

SERVICES ADDENDUM

Denver: (303) 459-4919
Colorado Springs: (719) 471-1703
careteam@rowcal.com

Covenant Enforcement Services (billed back to violating owner)	
Compliance notice follow up (72-hour requirement)	\$75.00
Collection Services (billed back to delinquent owner)	
Delinquency Notice	\$25.00
Delinquency Notice Physical Unit Posting	\$75.00
Payment Plan Processing	\$50.00 (6 to 9 months)
Payment Plan Processing	\$100.00 (10 + months)
Lien Processing	\$550.00
Forward Attorney / 3 rd Party Collections	\$100.00

The pricing identified herein may be changed upon ten (10) days written notice to the Association.

EXHIBIT B

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3

COVENANT ENFORCEMENT AND FINE POLICY

WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3 (the "Association") is a Colorado nonprofit corporation organized to operate and administer a residential community association located in Arapahoe County, Colorado known as Willow Creek Homeowners Association No. 3 (the "Property"). The Property is subject to and governed by a certain Declaration of Covenants and Restrictions (the "Declaration").

The Association and the Property are also governed by and subject to the covenant enforcement and fining requirement and limitations specified in Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* ("CCIOA") as recently amended by HB 22 1137.

The Association is governed by a Board of Directors (the "Board"). The Association, by and through its Board, is authorized and empowered to enforce the covenants, conditions, and restrictions set forth in the Declaration as well as the Association's Article of Incorporation, Bylaws, and Rules and Regulations (collectively the "Governing Documents"). The Governing Documents specifically authorize and empower the Association and its Board to impose reasonable fines against owners for violations of its Governing Documents and its Rules and Regulations.

The Board hereby adopts this Covenant Enforcement and Fine Policy to establish policies and procedures for the enforcement of the Governing Documents and the imposition of fines for Violations (as hereinafter defined).

SECTION 1. VIOLATIONS DEFINED

1.1 As used herein, "Violation" and "Violations" shall mean any conduct prohibited by the Association's Governing Documents.

SECTION 2. RESPONSIBLE PARTIES

2.1 Owners and their tenants, guests, and invitees must comply with the Association's Governing Documents as well as all local, state, and federal laws.

2.2 Owners are responsible for their own Violations, as well as Violations committed by their tenants, guests, and invitees. Owners are responsible for all fines levied by the Association for their own Violations, as well as Violations committed by their tenants, guests, and invitees.

SECTION 3. INFORMAL RESOLUTION OF VIOLATIONS ENCOURAGED

3.1 The Association's Board of Directors ("Board") prefers that residents first try to resolve Violations informally by directly contacting the owner or resident responsible for the Violation and asking them to cease or correct the same before reporting the Violation to the Board.

3.2 The Board also encourages the complaining resident to report Violations that may violate federal, state, or local laws to the appropriate governmental agency before reporting the Violation to the Board.

SECTION 4. FORMAL RESOLUTION OF VIOLATIONS

4.1 Violations Reported by Residents. Residents may report Violations by submitting a written report to the Association's management company. The written report must describe the Violation, state who allegedly committed the Violation, and state when and where the Violation occurred. Residents are encouraged to submit photographs, videos, or other documentation of the Violation with their written report. **Anonymous reports will not be accepted.**

Upon receipt of resident's written report of a Violation, the Board or its management company may also act consistent with this Covenant Enforcement and Fine Policy. The Board and its Management Company shall use their reasonable judgment in deciding what, if any, action to take in response to a resident's written report of a Violation.

4.2 Violations Observed by Board and Management Company. The Board and/or its management company may also act consistent with this Covenant Enforcement and Fine Policy upon observing a Violation. The Board and its Management Company shall use their reasonable judgment in deciding what, if any, action to take in response to the Violation.

4.3 Violations That Threaten Public Health or Safety. This section applies to Violations that threaten public health or safety. A Violation will be considered to threaten public health or safety if it can reasonably be expected to place others at a greater risk of injury than if the Violation had not occurred.

The Board and/or its management company will take the following actions with respect to Violations that threaten public health or safety.

A. The Association will send the owner who commits or is otherwise responsible for the Violation a written notice of the Violation via U.S. Mail. The written notice will: (1) describe the nature of the Violation and the action or actions required to cure the Violation; (2) notify the owner that the Violation must be cured within 72 hours from the date of the letter; (3) notify the owner that if the Violation is not cured within this 72-hour time period, then the Association may fine them every other day until the Violation is cured and/or take other legal action to enforce the Governing Documents; and (4) that the owner has a right to request a hearing regarding the

Violation consistent with this Covenant Enforcement and Fine Policy before the Association imposes any fine.

B. The Association will conduct a follow-up inspection to confirm that the owner has cured the Violation within the 72-hour time period.

C. If the Association determines that the Violation has been cured within the 72-hour cure period, then it will send the owner a written letter acknowledging that the Violation has been cured and that no fine will be levied.

D. If the Association determines that the Violation has not been cured within the 72-hour time period, then the Association may take one or more of the following actions:

1. Impose monetary fines every other day until the Violation is cured, provided that the total amount of such fines cannot exceed \$500.00 for the Violation; and/or

2. File a lawsuit against the owner to force them to cure the Violation. (Note: the Association cannot foreclose a lien on an owner's unit if the lien is for fines only.)

4.4 Violations That Do Not Threaten Public Health or Safety. This section applies to Violations that do not threaten public health or safety. The Board and/or its management company will take the following actions with respect to Violations that do not threaten public health or safety.

A. The Association will send an owner who commits or is otherwise responsible for the Violation a First Violation Letter via Certified Mail, return receipt requested. The First Violation Letter will: (1) describe the nature of the Violation and the action or actions required to cure the Violation; (2) notify the owner that the Violation must be cured within 30 days from the date thereof; (3) notify the owner that if the Violation is not cured within this 30-day time period, then the Association may fine them every other day until the Violation is cured; and (4) that the owner has a right to request a hearing regarding the Violation consistent with this Covenant Enforcement and Fine Policy before the Association imposes any fine.

B. If the owner cures the Violation within 30 days of the date of the First Violation Letter, they shall notify the Association and send visual evidence (i.e., a photo) showing that the Violation has been cured. The Violation is deemed to have been cured the date the violating owner sends the visual evidence to the Association.

If the owner does not send the Association notice and visual evidence that the Violation has been cured, then the Association will conduct a follow-up inspection within seven (7) days of the expiration of the 30-day time period specified in the First Violation Letter to determine whether the Violation has been cured.

C. If the Association determines that the Violation has not been cured within the 30-day time period specified in the First Violation Letter, then the Association shall: (1) fine the owner for the Violation subject to the owner's right to request a hearing consistent with this Covenant Enforcement and Fine Policy; and (2) send the owner a Second Violation Letter via Certified Mail, return receipt requested, demanding that the owner cure the Violation within 30 days from the date thereof.

The Second Violation Letter will: (1) describe the nature of the Violation and the action or actions required to cure the Violation; (2) notify the owner that the Violation must be cured within 30 days from the date thereof; (3) notify the owner that a fine will be imposed for failing to cure the Violation in response to the First Violation Letter, subject to the owner's right to request a hearing consistent with this Covenant Enforcement and Fine Policy; and (4) notify the owner that if the Violation is not cured within this second 30-day time period, then the Association may impose additional fines consistent with this Covenant Enforcement and Fine Policy and/or take other legal action to enforce the Governing Documents.

D. If the owner cures the Violation within 30 days of the date of the Second Violation Letter, they may notify the Association and send visual evidence (i.e., a photo) showing that the Violation has been cured. The Violation is deemed to have been cured the date the violating owner sends the visual evidence to the Association.

If the owner sends notice but does not send visual evidence that the Violation has been cured, then the association will conduct a follow-up inspection within seven (7) days of the expiration of the 30-day time period specified in the Second Violation Letter to determine whether the Violation has been cured.

E. If the Association determines that the violation has not been cured within the 30-day cure period specified in the second violation letter, then the Association may impose additional fines up to the maximum amount permitted by CCIOA and/or take legal action against the violating owner.

SECTION 5. FINE STRUCTURE

5.1 Subject to the limitations imposed by the Governing Documents and CCIOA, the Board shall have the right to impose monetary fines for an isolated Violation in an amount to be determined by the Board in its sole discretion, provided that the Board shall not impose fines in excess of \$500.00 for any one Violation. In determining the amount of a fine, the Board will consider both the severity of the Violation and what is reasonably necessary to deter the Violation from reoccurring.

5.2 Subject to the limitations imposed by the Governing Documents and CCIOA, the Board shall have the right to foreclose its assessment lien arising under the provisions of the Governing Documents and CCIOA.

5.3 The Board shall have the right upon 5 days' written notice to enter any Lot and between the hours of 8:00 a.m. and 8:00 p.m. and remedy any Violation which the owner has caused or allowed to exist and assess the related costs thereof against the Owner's Unit. Any such entry upon a Unit pursuant to this Section shall not be deemed a trespass.

SECTION 6. OWNER'S RIGHT TO A HEARING.

6.1 An owner has the right to a hearing before the Board before the Board may impose any fine for a Violation, subject to the limitations specified in Section 6 of this Covenant Enforcement and Fine Policy.

6.2 Owners wishing to avail themselves of their right to a hearing concerning a Violation must send a written request for a hearing to the Board or its management company no later than ten (10) days after the date of the written notice of a Violation sent pursuant to Section 4.3 or the First Violation Letter sent pursuant to Section 4.4, as applicable.

6.3 If an Owner requests a hearing within the allowable timeframe, then the hearing shall take place at the next regular Board meeting. The Board shall, within ten (10) days of the request, inform the Owner in writing of the date, time, and location of the hearing. The Board may, but is not required to, modify the timing and location of the hearing.

6.4 Hearing Attendance. The Board and its agents, including but not limited to its property manager or its attorney, as well as any witnesses the Board desires to testify shall be allowed to be present at the hearing. The Owner, the Owner's attorney, and any relevant witnesses the Owner wishes to have testify shall also be allowed to be present at the hearing. The Owner shall disclose to the Board all persons who will attend the hearing on their behalf at least three (3) days before the hearing date.

Unless restricted by the Board, the hearing shall be open to attendance to any person having the right to attend any meeting of the Board. The Board may close the meeting per C.R.S. § 38-33.3-308(4) if, in the Board's opinion, disclosure of the matter would constitute an unwarranted invasion of individual privacy.

6.5 Hearing Procedure.

A. Duty of Board President. The Board President shall preside over the hearing. No person shall speak until the President recognizes them, and the President may limit the amount of time any person may speak. The President shall have the power and authority to remove any person from the hearing who fails to comply with their directions or otherwise disrupts the hearing.

B. Duty of Board Secretary. The Board Secretary shall take minutes of the hearing to ensure that a proper record of the hearing is kept.

C. Hearing Procedures. The hearing procedures shall be as follows:

1. The Board President shall call the hearing to order.
2. The Board President shall state the Violation and identify the specific provision of the Governing Documents that forms the basis for the Violation.
3. The Board President shall ask the owner to admit or deny the Violation. The person charged may speak for himself or may be represented by counsel throughout the hearing.
4. If the owner denies the Violation, then the Board President shall receive evidence from the Association and the owner as follows:

- a) The Board may present evidence of the Violation by way of documents and/or witness testimony. The Board, however, is not required to present evidence of the Violation and may simply rely on the information presented in the violation letter.

If the Board present witnesses, then the owner shall have the right to question them.

- b) When all of the Board's witnesses (if any) have been heard, the owner may make statements in rebuttal, and may provide evidence in support of their position.

The Owner may present evidence by way of documents and/or witness testimony related to the following: (i) mitigating circumstances regarding the Violation; (ii) that the Violation did not occur; and (iii) that the action was not a Violation.

If the owner present witnesses, then the Board shall have the right to question them.

- c) Notwithstanding the foregoing, an owner may not use the hearing to: (i) badger or insult the Board, its agents, or its witnesses; (ii) question or interrogate the Board, its witnesses; or (iii) argue that the Governing Documents giving rise to the Violation are unfair.

- d) The Board reserves the right to limit an owner's time to present evidence in proportion to the violation.

5. After the presentation of the evidence, the Board will end the hearing and meet without the owner or their agents, to render a decision which will be provided to the Owner in writing in a reasonable timeframe but no more than 30 days after the hearing. The decision of the Board and the rules

for the conduct of hearings established by the Board, shall be final and binding on all parties. The rights bestowed upon Owners by this Section 6 shall be the sole and exclusive remedy of such Owners, except as may be otherwise specifically authorized by the Governing Documents and/or CCIOA.

6.6 Waiver. If the owner against whom the fine is to be imposed does not request a hearing, or does not appear at a scheduled hearing despite being notified of its time and location, then the right to a hearing shall be waived and the remedy imposed by the Association may be enforced forthwith.

6.7 Costs and Attorney Fees. If the Association retains counsel to assist it in enforcing its Governing Documents because of an alleged Violation, then the Association shall be entitled to recover all costs and reasonable attorney fees incurred by it. Such costs and reasonable attorney fees need not be awarded by a Court but can be assessed by the Association directly to an Owner's Unit pursuant to its power under the Declaration and CCIOA.

The Association pays these costs and attorney fees up front, and then assesses them back to the Owner responsible for the Violation. Once they are assessed back, they are added to become a part of the delinquent Owner's outstanding balance.

**WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
CONDUCT OF MEETINGS POLICY**

The following procedures regarding conduct of meetings were adopted by the Board of Directors of the Willow Creek Homeowners Association No. 3 ("Association") pursuant to C.R.S. § 38-33.3-209.5.

Effective Date: JULY 13, 2023

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

Meetings of the Members/ Meetings of the Board

1. All regular and special meetings of the Members and meetings of the Board are open to all Members of the Association or to any person designated in writing as a Member's representative ("Designated Representative"). At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Members or their Designated Representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue but may place reasonable time restrictions on those persons speaking during the meeting.

Voting

2. Votes for contested positions on the Board shall be taken by secret ballot. At the discretion of the Board or upon the request of twenty percent of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the common interest community on which all Owners are entitled to vote shall be by secret ballot.
3. Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of Owners participating in such vote.

Legal Matters

4. Upon the final resolution of any matter for which the Board has 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.

5. Audio and video recording of Board or Member meetings is prohibited. Notwithstanding the foregoing, the official record-keeper at any meeting may, at the discretion of the Board, record the proceedings of that meeting for record-keeping purposes. The audio or video tapes of any meeting kept by the official record-keeper shall be retained until such time as the information has been memorialized in the minutes of said meeting and such minutes have been adopted by the Board. Any audio or video tapes shall be retained by the Association until such time as the Board has adopted the minutes for the recorded meeting.

Executive Session

6. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed-door session during any regular or special Board meeting and may restrict attendance to Board members and such other persons requested by the Board. 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; except that an Owner who is the subject of a disciplinary hearing or a referral of delinquency may request and receive the results of any vote taken at the relevant meeting; and
 - f. Review of or discussion relating to any written or oral communication from legal counsel.
7. Prior to convening an executive session, the Board or committee thereof, as may be applicable, shall announce the general matters to be discussed in the executive session. No rule or regulation may be validly adopted during an executive session.

Etiquette / Remediating Disruptive Behavior

8. At either a meeting of the Members or the Board, if a member refuses to stop talking after his/her allotted time has ended or otherwise disrupts the meeting, the chair of the meeting shall be entitled to request that the speaker cease speaking. If the speaker continues to

speaking or continues to be disruptive during the remainder of the meeting, the Board may vote to adjourn the meeting. In the alternative, or in addition to adjourning the meeting, the chair of the meeting, in the exercise of his/her reasonable discretion shall be entitled to contact law enforcement and request that the disruptive person be removed from the meeting.

9. This Policy shall replace and supersede all previous policies, rules, and regulations regarding the subject matter of this Policy.
10. In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

The undersigned hereby certifies that the foregoing resolution was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 13TH day of JULY, 2023.

Willow Creek Homeowners Association No. 3

By: STEVE LUBELL
• 2023-07-13 15:21:21
STEVE LUBELL, V.P.
(Print Name) (Print Title)

APPENDIX B

Other Policies

- Sign and Flag Display Policy
- Townhome Xeriscape and Drought-Tolerant Vegetative Landscape Policy
- Single Family Detached Home Water-Wise Landscape Policy

**WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
SIGN AND FLAG DISPLAY POLICY**

The following Sign and Flag Display Policy ("Policy") was adopted by the Board of Directors of the Willow Creek Homeowners Association No. 3 ("Association"), at a meeting of the Board of Directors.

Effective Date: 7/13/2023

Recitals

A. The Board of Directors of the Association has the authority to adopt rules and regulations, pursuant to Article VIII, Section 1, Paragraph (A) of the Bylaws of The Willow Creek Homeowners Association No. 3 and C.R.S. § 38-33.3-302(1)(a).

B. Regarding flags, the Association may not do the following, pursuant to C.R.S. § 38-33.3-106.5(a):

- i. Prohibit the display of a flag on a Lot Owner's property, in a window of the Lot, or on a balcony adjoining the Lot;
- ii. Prohibit or regulate the display of flags on the basis of their subject matter, message, or content; or
- iii. Prohibit the installation of a flag or flagpole.

C. Regarding signs, the Association may not do the following, pursuant to C.R.S. § 38-33.3-106.5(c):

- i. Prohibit the display of a sign by the Owner or occupant of a Lot on property within the boundaries of the Lot or in a window of the Lot; or
- ii. Prohibit or regulate the display of window signs or yard signs on the basis of their subject matter, message, or content.

D. Regarding both flags and signs, the Association may adopt reasonable content-neutral rules regulating the number, location/placement, and size. Additionally, the Association may prohibit signs and flags bearing commercial messages.

E. The purpose of this Policy is to balance the Association's interest in maintaining the aesthetic value of the community with residents' freedom of expression.

F. The Board of Directors of the Association believes that it is in the Association's best interests to adopt this Policy.

Policy

NOW, THEREFORE, The Board of Directors adopts the following:

1. Definitions. As used in this Policy:

- a. “Content-neutral rules” mean rules that apply to all flags and signs without regard to the substance or message stated thereon.
- b. “Sign” means any display, notice, bulletin, figure, painting, writing, drawing, message set forth on a placard, poster, or other thing that is designated, intended, or used to advertise or inform and is displayed in any manner whatsoever whether outdoors (e.g. yard sign) or indoors (e.g. window sign) in such a manner as to be visible from any sidewalk, street, or other Lot.
- c. “Flag” means a piece of woven cloth or other material with a depiction or emblem designed to be flown from a pole or mast or that is displayed in any manner whatsoever whether outdoors or indoors in such a manner as to be visible from any sidewalk, street, or other Lot.
- d. “Commercial Message” means any message that promotes a business or attempts to generate good will for a business, any message that advertises a product or service for sale, and any message that proposes a commercial transaction. A “commercial message” includes but is not limited to “for sale” Signs and “for rent” Signs. A “Commercial Message” includes a sports team’s logo.
- e. Neither “Flag” nor “Sign” include a depiction or emblem made from lights, roofing, siding, paving materials, flora, paint, chalk, or other item, or from balloons, or any other building, landscaping, or decorative component.

2. Content-Neutral Rules – Signs. Signs are subject to the following rules.

- a. **Number of Signs.** At any given time, no more than three (3) Signs shall be displayed on a Lot. A double-sided Sign shall constitute one (1) Sign. A Sign with three (3) or more sides is prohibited.
- b. **Placement of Signs.**
 - i. **For Single Family Detached Homes:** Signs may be placed on a Lot. Signs shall be placed at least two (2) feet from the Lot boundary. Signs may not be placed on the Common Elements.
 - ii. **For Townhomes:** Signs may be placed on a Lot. Signs shall be placed at least two (2) feet from the Lot boundary. Signs may not be permanently attached to any portion of the Lot for which the Association has a maintenance obligation. Signs may not be placed on the Common Elements.

c. **Size of Signs.** Signs shall not exceed a maximum dimension of one and one half (1.5) feet by two (2) feet.

d. **Height of Signs.** Signs shall not exceed four (4) feet in height, measured from the top of the Sign to the lowest adjacent grade.

3. Content-Neutral Rules – Flags. Flags are subject to the following rules.

a. **Number of Flags.** At any given time, no more than two (2) Flags shall be displayed on a Lot.

b. **Location of Flags.** Flags may be displayed on a Lot on a flagpole, in a window, or along railing adjacent to balconies, decks, or patios.

c. **Size of Flags.** Flags shall not exceed a maximum dimension of three (3) feet by five (5) feet.

d. **Size of Flagpoles.**

i. **For Single Family Detached Homes:** Flagpoles may be placed on a Lot. Prior to installation, Owners must obtain approval of a proposed flagpole from the Association, in accordance with provisions of the Association's governing documents regarding architectural control. Flagpoles may be freestanding or mounted on a building, and the flagpole installation may be temporary or permanent. Flagpoles shall be limited to two (2) per Lot. Flagpoles shall not exceed fifteen (15) feet in height. Flagpoles shall be placed at least ten (10) feet from the Lot boundary. Flagpoles may not be placed on the Common Elements.

ii. **For Townhomes:** Flagpoles may be placed on a Lot. Prior to installation, Owners must obtain approval of a proposed flagpole from the Association, in accordance with provisions of the Association's governing documents regarding architectural control. Flagpoles may be freestanding or mounted on a building, and the flagpole installation may be temporary or permanent. Flagpoles shall be limited to two (2) per Lot. Flagpoles shall not exceed fifteen (15) feet in height. Flagpoles shall be placed at least ten (10) feet from the Lot boundary. Flagpoles may not be permanently attached to any portion of the Lot for which the Association has a maintenance obligation. Flagpoles may not be placed on the Common Elements.

3. Commercial Messages. A Sign or Flag bearing Commercial Messages is prohibited, except that except for the following: (i) a "For Sale," "Open House" or "For Rent" sign if and to the extent permitted by the Association's rules and regulations; (ii) two (2) security system signs no larger than one hundred (100) square inches each.

4. Supersedes Previous Rules. This Policy shall replace and supersede all previous policies, rules, and regulations regarding the subject matter of this Policy, if any.

5. **Severability.** In the event that a court of competent jurisdiction finds any portion of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

The undersigned hereby certifies that the foregoing Sign and Flag Display Policy was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 13TH day of JULY, 20 23.

Willow Creek Homeowners Association No. 3

STEVE LUBELL

(Signature)

By: STEVE LUBELL, its: V.P.
(printed name) (officer)

**WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
TOWNHOME XERISCAPE AND DROUGHT-TOLERANT VEGETATIVE
LANDSCAPES POLICY**

The following Xeriscape and Drought-Tolerant Vegetative Landscapes Policy was adopted by the Board of Directors of the Willow Creek Homeowners Association No. 3 ("Association"), regular meeting of the Board of Directors.

Effective Date: 7/13/2023

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Xeriscape and Drought-Tolerant Vegetative Landscapes Policy:

Purpose

1. The purpose of this Policy is to adopt design guidelines, aesthetic guidelines, and rules that regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on an Owner's Lot or property for which the Owner is responsible, pursuant to C.R.S. §§38-33.3-106.5(i) and 37-60-126(11). The purpose of this Policy is not to prohibit or limit xeriscape, prohibit or limit the installation or use of drought-tolerant vegetative landscapes, or require cultivated vegetation to consist wholly or partially of turf grass. Additionally, the purpose of this policy is to establish general principles that would form the basis of an acceptable application to the Architectural Control Committee ("ACC") and does not preauthorize any change or improvement to property as further set forth in paragraph eight below.

2. This Policy applies only to the portion of the Community Townhomes or single-family homes that share one or more walls with another unit. (C.R.S. § 38-33.3-106.5(1)(i)(I)(A)). For detached single-family homes see the Willow Creek Homeowners Association No. 3 Water-Wise Landscape Policy.

Definitions

3. "Nonvegetative Turfgrass" means synthetic simulated turfgrass of a minimum medium pile and as approved in writing by the ACC. Outdoor carpeting, blankets, or other products that do not adequately simulate turfgrass, as determined by the ACC, shall be prohibited.

4. "Turf" means a covering of mowed vegetation, usually turf grass, growing intimately with an upper soil stratum of intermingled roots and stems.

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

6. "Xeriscape" means the application of the principles of landscape planning and design, soil analysis and improvement, appropriate plant selection, limitation of turf area, use of

mulches, irrigation efficiency, and appropriate maintenance that results in water use efficiency and water-saving practices.

Water Use Restrictions

7. This Policy shall not require that an Owner water in violation of water use restrictions or guidelines declared by the jurisdiction in which the Association is located, in which case the Owner shall water his or her landscaping appropriately but not in excess of any watering restrictions or guidelines imposed by the water provider for the Association.

Dead Or Dormant Turf Grass Due to Insufficient Watering

8. If the existing turf grass of a Lot's front or side yard is dead or dormant due to insufficient watering, the Owner shall be allowed a reasonable and practical opportunity, as defined by the Association's Board, with consideration of applicable local growing seasons or practical limitations, to reseed and revive turf grass before being required to replace it with new sod. If the Owner fails to reseed and revive the turf grass of a Lot's front or side yards within the prescribed time, the Association may require the Owner to replace the turf grass with new sod.

9. If the existing turf grass of a Lot's backyard is dead or dormant due to insufficient watering, the Owner shall be allowed a reasonable and practical opportunity, as defined by the Association's Board, with consideration of applicable local growing seasons or practical limitations, to reseed and revive turf grass before being required to replace it with either new sod or Nonvegetative Turfgrass that is compatible with the Association's design guidelines then in force. If the Owner fails to reseed and revive the turf grass of a Lot's backyard within the prescribed time, the Association may require the Owner to replace the turf grass with either new sod or Nonvegetative Turfgrass that is compatible with the Association's design guidelines then in force.

Design And Aesthetic Guidelines Regulating the Type, Number, And Placement Of Drought-Tolerant Plantings And Hardscapes That May Be Installed

10. The approval of the Association's ACC shall be required for any xeriscape, installation of drought-tolerant plantings, or installation of hardscapes on Lots prior to any commencement of work to accomplish any proposed xeriscape, installation of drought-tolerant plantings, or installation of hardscapes in the same manner as set forth in Article VIII of the Declaration of Covenants and Restrictions. Landscaping design plans that include xeriscape, installation of drought-tolerant plantings, or installation of hardscapes shall not be subject to any additional approval requirements or burdens that are not required for the approval of non-xeriscape landscaping design plans.

11. An Owner should consider grasses, ground cover plants, trees, and shrubs set forth on the following Fact Sheets provided by Colorado State University:

- a. Ornamental Grasses (<http://www.ext.colostate.edu/pubs/garden/07232.pdf>)

- b. Xeriscaping: Ground Cover Plants
(<http://www.ext.colostate.edu/pubs/garden/07230.pdf>)
- c. Xeriscaping: Trees and Shrubs
(<http://www.ext.colostate.edu/pubs/garden/07229.pdf>)

12. Front and side yard xeriscape areas of Lots shall be a minimum of eighty-five (85%) plant material at maturity.

13. Lightweight materials, such as but not limited to bark or mulch, shall not be used in areas unshielded from high winds. Loose gravel shall not be used in areas abutting streets or sidewalks unless the gravel is larger than two inches (2") in diameter.

14. All planter beds shall be covered with a minimum depth of three inches (3") of rock or wood mulch.

15. Marble chips, volcanic rock, or high contrast mulch or stone materials, including but not limited to red, green, white, and black, shall not be allowed. Natural earth tone mulch and stone material, such as but not limited to washed river rock, may be used. Chipped concrete, pea gravel, and rock under three-quarters of an inch (3/4") shall not be allowed.*

16. Nonvegetative Turfgrass shall be prohibited on Lot front yards and side yards but shall not be prohibited in backyards, subject to reasonable aesthetic criteria and prior approval.

17. This Policy shall replace and supersede all previous policies, rules, and regulations regarding the subject matter of this Policy.

18. If a Court finds that any portions of this Policy unenforceable, the Court shall reform this policy to the least extent necessary to give effect to the intent of this Policy. In such event, all remaining portions of this Policy shall remain in force and effect.

The undersigned hereby certifies that the foregoing Xeriscape and Drought-Tolerant Vegetative Landscapes Policy was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 13TH day of JULY, 2023.

Willow Creek Homeowners Association No. 3

By: STEVE LUBELL
STEVE LUBELL (Jul 18, 2023 15:42 MDT)
STEVE LUBELL, V.P.
(Print Name) (Print Title)

**WILLOW CREEK HOMEOWNERS ASSOCIATION NO. 3
SINGLE-FAMILY DETACHED HOME WATER-WISE LANDSCAPE POLICY**

The following Water-Wise Landscape Policy was adopted by the Board of Directors of the Willow Creek Homeowners Association No. 3 ("Association"), at a meeting of the Board of Directors.

Effective Date: 7/13/2023

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Xeriscape and Drought-Tolerant Vegetative Landscapes Policy:

Article 1. Purpose

- 1.01 In general, the purpose of this Policy is to adopt guidelines and rules that regulate the type, number, and placement of Drought-Tolerant Plantings that may be installed on (A) an Owner's Lot, (B) property for which the Owner is responsible, including a Limited Common Element, or (C) any right-of-way or tree lawn that is the Owner's responsibility to maintain. The purpose of this Policy is not to prohibit or limit Xeriscape, prohibit or limit the installation or use of drought-tolerant vegetative landscapes, or require cultivated vegetation to consist wholly or partially of Turf Grass. Additionally, the purpose of this policy is to establish general principles that would form the basis of an acceptable application to the Architectural Control Committee ("ACC").
- 1.02 This Policy applies to the portion of the community that is comprised of detached single-family homes. (C.R.S. § 38-33.3-106.5(1)(i)(I)(A). For Townhomes see the Willow Creek Homeowners Association No. 3 Townhome Xeriscape and Drought-Tolerant Vegetative Landscape Policy.

Article 2. Definitions

- 2.01 "Drought-Tolerant Plantings" means plants that can be adapted to the environment in Colorado because they are tolerant of heat, cold, and wind, water efficient, low-maintenance, noninvasive, pest and disease resistant, and can survive using (at most) only low-volume, drip irrigation.
- 2.02 "Hardscape" means the impervious and non-living elements used in landscape, including but not limited to patios, decks, walkways, sidewalks, driveways, steps, decorative walls, ledges, fountains, sculptures, and stone paths.
- 2.03 "Landscaping Area" means the area within a lot that contains grass, shrubs, flowers, ground cover, trees, native plant materials, or Hardscape, and which may include decorative fixtures such as rocks, pools, and planters.

- 2.04 “Nonvegetative Turf Grass” means synthetic simulated Turf Grass of a minimum medium pile and as approved in writing by the ACC. Outdoor carpeting, blankets, or other products that do not adequately simulate Turf Grass, as determined by the ACC, shall be prohibited.
- 2.05 “Turf” means a covering of mowed vegetation, usually Turf Grass, growing intimately with an upper soil stratum of intermingled roots and stems.
- 2.06 “Turf Grass” means continuous plant coverage consisting of nonnative grasses or grasses that have not been hybridized for arid conditions which, when regularly mowed, form a dense growth of leaf blades and roots.
- 2.07 “Vegetable Garden” means a plot of ground or an elevated soil bed in which pollinator plants, flowers, or vegetables or herbs, fruits, leafy greens, or other edible plants are cultivated.
- 2.08 “Water-wise landscape” or “water-wise landscaping”:
- 2.08.01 Means a water- and plant-management practice that: (A) Is intended to be functional and attractive; (B) Emphasizes the use of plants that require lower supplemental water, such as native and drought-tolerant plants; and
- 2.08.02 Prioritizes the following seven key principles: (A) Planning and design for water conservation, beauty, and utility; (B) Improving soil; (C) Applying efficient irrigation; (D) Limiting turf to high traffic, essential areas; (E) Selecting plants that have low water demand; (F) Applying mulch; and (G) Maintaining the landscape.
- 2.09 “Xeriscape” means the application of the principles of landscape planning and design, soil analysis and improvement, appropriate plant selection, limitation of turf area, use of mulches, irrigation efficiency, and appropriate maintenance that results in water use efficiency and water-saving practices.

Article 3. Water Use Restrictions

- 3.01 This Policy shall not require that an Owner water in violation of water use restrictions or guidelines declared by the jurisdiction in which the Association is located, in which case the Owner shall water his or her landscaping appropriately but not in excess of any watering restrictions or guidelines imposed by the water provider for the Association.

Article 4. Turf Grass

- 4.01 Nonvegetative Turf Grass shall not be prohibited in backyards, subject to reasonable aesthetic criteria and prior approval. Nonvegetative Turf Grass shall be prohibited on Lot front yards and side yards.
- 4.02 If the existing Turf Grass of a Lot's front or side yard is dead or dormant due to insufficient watering, the Owner shall be allowed a reasonable and practical opportunity, as defined by the Association's Board, with consideration of applicable local growing seasons or practical limitations, to reseed and revive Turf Grass. If the Owner fails to reseed and revive the Turf Grass of a Lot's front or side yards within the prescribed time, the Association may require the Owner to replace the Turf Grass.

Article 5. Design And Aesthetic Guidelines Regulating the Type, Number, And Placement Of Drought-Tolerant Plantings And Hardscapes That May Be Installed

- 5.01 Prior to any installation, Owners shall obtain the written approval of the Association's ACC for any proposed landscaping governed by this Policy in the same manner as set forth in Article VIII of the Declaration of Covenants and Restrictions. Landscaping design plans that include Xeriscape, installation of Drought-Tolerant Plantings, or installation of Hardscapes shall not be subject to any additional approval requirements or burdens that are not required for the approval of non-Xeriscape landscaping design plans.
- 5.02 The Association shall not impose any additional procedural step or burden, financial or otherwise, on an Owner who seeks approval for a landscaping change under this Policy, including but not limited to the following requirements:
 - 5.02.01 An architect's stamp;
 - 5.02.02 Preapproval by an architect or landscape architect retained by the Board;
 - 5.02.03 An analysis of water usage under the proposed new landscape plan or a history of water usage under the Owner's existing landscape plan; and
 - 5.02.04 The adoption of a landscaping change fee.
- 5.03 A Landscaping Area may consist of at least eighty percent (80%) Drought-Tolerant Plantings, based on the size of the Landscaping Area as measured in square feet.

- 5.04 A Landscaping Area shall not be required to consist of more than twenty percent (20%) Hardscape, based on the size of the Landscaping Area as measured in square feet.
- 5.05 An Owner should consider grasses, ground cover plants, trees, and shrubs set forth on the Fact Sheets provided by the Colorado State University governing the following: (A) Ornamental Grasses, (B) Xeriscaping: Ground Cover Plants, and (C) Xeriscaping: Trees and Shrubs.
- 5.06 Lightweight materials, such as but not limited to bark or mulch, shall not be used in areas unshielded from high winds. Loose gravel shall not be used in areas abutting streets or sidewalks, unless the gravel is larger than two inches (2") in diameter.

Article 6. Vegetable Gardens

- 6.01 Vegetable Garden are allowed in the front, back, or side yard of a Lot, subject to the following aesthetic guidelines:
- 6.01.01 Vegetable Gardens shall be limited to no more than a total of sixty (60) square feet.
- 6.01.02 During the growing season, Vegetable Gardens shall be kept neat, weed-free, well-watered, pest-free, and with plants no taller than three (3) feet high (no corn, tall tomato trellises, etc.). Maintenance includes removal of all unused stakes, trellises, weeds and dead growth.
- 6.01.03 During periods other than the growing season, vegetables and plants shall not be left to rot.
- 6.01.04 Vegetable Gardens shall be contained within raised garden beds.
- 6.01.05 To the extent that a Vegetable Garden attracts wildlife, Owners shall take reasonable measures to mitigate any such nuisance.
- 6.01.06 Greenhouses are prohibited.
- 6.01.07 The height of any Vegetable Garden, including vegetation and improvements, shall not exceed three (3) feet.

Article 7. Preapproved Water-Wise Garden Designs – Front Yards

- 7.01 The Association has selected the following three (3) preapproved water-wise garden designs for installation in front yards of Lots, attached hereto.
- 7.02 An Owner's use of one of the preapproved water-wise garden designs is deemed to comply with the Association's architectural and aesthetic restrictions. An Owner may use reasonable substitute plants when a plant in a preapproved water-wise garden design is not available. Though the designs are preapproved, Owners must submit a design application for review and approval prior to installation.

Article 8. General

- 8.01 This Policy shall replace and supersede all previous policies, rules, and regulations regarding the subject matter of this Policy.
- 8.02 If a Court finds that any portions of this Policy are unenforceable, the Court shall reform this policy to the least extent necessary to give effect to the intent of this Policy. In such event, all remaining portions of this Policy shall remain in force and effect.

The undersigned hereby certifies that the foregoing Water-Wise Landscape Policy was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association conducted on the 13th day of July, 2023.

Willow Creek Homeowners Association No. 3

By: STEVE LUBELL
STEVE LUBELL (JUL 18, 2023 10:20 AM)
STEVE LUBELL V.P., STEVE LUBELL V.P.
(Print Name) (Print Title)