

RESOLUTION NO. 2023-12-03

RESOLUTION OF THE BOARD OF DIRECTORS OF SKY RANCH COMMUNITY
AUTHORITY BOARD AMENDING AND RESTATING THE IMPOSITION OF
OPERATIONS AND MAINTENANCE FEES FOR THE PROPERTY WITHIN SKY
RANCH METROPOLITAN DISTRICT NO. 3

A. The Sky Ranch Community Authority Board (the “CAB”) is a political subdivision and public corporation of the State of Colorado, formed pursuant to Sections 29-1-203 and -203.5, C.R.S., and that certain Second Amended & Restated Sky Ranch Community Authority Board Establishment Agreement, dated August 13, 2021 (the “CABEA”), by and between Sky Ranch Metropolitan District No. 1 (“District No. 1”), Sky Ranch Metropolitan District No. 3 (“District No. 3”), and Sky Ranch Metropolitan District No. 5 (“District No. 5”), each a quasi-municipal corporation and political subdivision of the State of Colorado located in Arapahoe County, Colorado (each a “Sky Ranch District” and collectively the “Sky Ranch Districts”), as may be amended from time to time.

B. The CABEA enables the CAB to impose and, from time to time, increase or decrease fees, rates, tolls, penalties or charges for services, programs and facilities furnished by the CAB on behalf of the Sky Ranch Districts, in accordance with the approved Service Plans for the Sky Ranch Districts and Section 32-1-1001(1)(j) and (k), C.R.S.

C. Section 32-1-1001(1)(j), C.R.S., provides that until paid, all such fees, rates, tolls, penalties or charges shall constitute a perpetual lien on and against the property served, which lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens.

D. The CABEA provides that the CAB is authorized to provide for various public improvements and the operations and maintenance of such public improvements, as well as design review and covenant enforcement services (the “Improvements and Services”) for the benefit of the Sky Ranch Districts and the residents and property owners within the Sky Ranch Districts.

E. The Board of Directors (the “Board”) of the CAB previously adopted that certain Resolution No. 2022-01-01, Resolution of the Board of Directors of Sky Ranch Community Authority Board Regarding the Imposition of Operations and Maintenance Fees - Sky Ranch Metropolitan District No. 3 / Sky Ranch Subdivision Filing No. 4 (the “Previous Resolution”), which imposed operations and maintenance fees and administrative fees on certain property within the boundaries of District No. 3.

F. The property subject to the fees imposed by this Resolution of the Board of Directors of Sky Ranch Community Authority Board Amending and Restating the Imposition of Operations and Maintenance Fees for the Property within Sky Ranch Metropolitan District No. 3 is described on Exhibit A attached hereto and incorporated herein (the “Property”).

G. The Property will benefit from the CAB's operation and maintenance of the Improvements and Services.

H. The CAB has determined that, to meet the costs associated with the Improvements and Services and the cost of operating and maintaining the Improvements and Services, it is necessary to impose Operations and Maintenance Fees on the Property, as set forth in the attached **Exhibit B** – Schedule of Fees, as may be amended from time to time, and Fees for Late Payment and Lien Enforcement, as set forth in the attached **Exhibit C**, as may be amended from time to time (collectively, “**CAB O&M Fees**”).

I. The CAB has determined that to offset the administrative expenses incurred when property within the CAB's service area is sold or conveyed, it is necessary to impose an Administrative Fee on each residential lot on the Property, and that the amount of the Administrative Fee needs to be increased to ensure that Administrative Fee fully covers the cost to the CAB to process ownership changes in the Property.

J. The CAB has also determined to clarify the collections process for Late Payment and Lien Enforcement.

K. The Board of the CAB desires to amend and restate the Previous Resolution in its entirety through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SKY RANCH COMMUNITY AUTHORITY BOARD OF ARAPAHOE COUNTY, COLORADO:

1. The Board of Directors of the CAB hereby finds, determines and declares that it is in the best interests of the CAB, the Sky Ranch Districts and their inhabitants and taxpayers, to exercise its power by imposing CAB O&M Fees and Administrative Fees (collectively, the “**Fees**”) as set forth in the attached **Exhibit B** – Schedule of Fees, as may be amended from time to time.

2. The CAB hereby imposes the CAB O&M Fees as follows:

(a) Commencing February 1, 2022, and continuing through June 30, 2022, homebuilders shall be charged 50% of the monthly amount of CAB O&M Fees set forth in the attached **Exhibit B**, billed quarterly.

(b) Except as set forth in Section 2(a), above, homebuilders shall be charged the monthly amount of CAB O&M Fees set forth in the attached **Exhibit B**, billed quarterly, commencing 9 months after the recordation of a plat;

(c) Upon the sale or transfer of a residential unit from a homebuilder to an owner or from an owner to another owner, the CAB O&M Fees shall be charged in the monthly amount set forth in the attached **Exhibit B**, billed quarterly;

(d) The CAB reserves the right to amend this Resolution in the future to increase or decrease the amount of the CAB O&M Fee.

3. Administrative Fees shall be payable upon any sale, transfer, refinance or re-sale of any residential lot as follows:

(a) The Administrative Fee shall be \$200 per initial sale or transfer of a residential unit from a homebuilder to an owner;

(b) The Administrative Fee shall be \$200 per sale, transfer or re-sale of a residential unit from one owner to another owner;

(c) The Administrative Fee shall be \$200 per refinance of a residential unit, even if the same owner;

(d) The Administrative Fee means a fee that shall be due and payable at the time of any sale, transfer, refinance or re-sale of any residential unit constructed on a lot with a certificate of occupancy.

(e) The CAB reserves the right to amend this Resolution in the future to increase or decrease the amount of the Administrative Fee.

4. Failure to make payment of any Fees due hereunder shall constitute a default in the payment of such fees. Upon default, Owner shall be responsible for a late payment (“**Late Payment Fee**”) as set forth in the attached **Exhibit C** – Schedule of Fees for Late Payment and Lien Enforcement.

5. The Fees shall not be imposed on real property conveyed or dedicated to non-profit owners’ associations, governmental entities or utility providers.

6. NOTICE IS HEREBY GIVEN THAT FAILURE TO MAKE PAYMENT OF ALL PAST DUE AMOUNTS, INCLUDING INTEREST, MAY SUBJECT AN OWNER’S PROPERTY TO A LIEN PURSUANT TO Section 38-22-109(3), C.R.S., as more particularly described below and in the attached **Exhibit C** – Schedule of Fees for Late Payment and Lien Enforcement and **Exhibit D** - Late Payment and Lien Enforcement Policies and Procedures.

7. The Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the CAB in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado.

8. The CAB shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorneys' fees, incurred by the CAB in connection with the foregoing. In foreclosing such lien, the CAB will enforce the lien only to the extent necessary to collect the delinquent balance of unpaid Fees, interest and costs of collection (including, but not limited to, reasonable attorneys' fees).

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

10. Nothing herein shall be interpreted or construed as limiting the Board's authority, in its sole and absolute discretion, to supplement or amend this Resolution from time to time.

11. Any inquiries pertaining to the Fees may be directed to the Manager for the CAB at: Lisa A. Johnson, CliftonLarsonAllen, LLP, 370 Interlocken Boulevard, Suite 500, Broomfield CO 80021, phone number: 303-439-6029.

12. This Resolution of the Board of Directors of Sky Ranch Community Authority Board Amending and Restating the Imposition of Operations and Maintenance Fees for the Property within Sky Ranch Metropolitan District No. 3 shall take effect on December 8, 2023.

SIGNATURE PAGE TO RESOLUTION OF THE BOARD OF DIRECTORS OF SKY RANCH COMMUNITY AUTHORITY BOARD AMENDING AND RESTATING THE IMPOSITION OF OPERATIONS AND MAINTENANCE FEES FOR THE PROPERTY WITHIN SKY RANCH METROPOLITAN DISTRICT NO. 3

APPROVED AND ADOPTED this 8th day of December, 2023.

SKY RANCH COMMUNITY AUTHORITY BOARD

By: 

President

Attest:



Secretary or Assistant Secretary

EXHIBIT A

**LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO CAB O&M FEES
AND ADMINISTRATIVE FEES**

LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 1;

LOTS 1 THROUGH 23, INCLUSIVE, BLOCK 2;

LOTS 1 THROUGH 18, INCLUSIVE, BLOCK 3;

LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 4;

LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 5;

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 6;

LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 7;

LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 8;

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 9;

LOTS 1 THROUGH 20, INCLUSIVE, BLOCK 10;

SKY RANCH SUBDIVISION FILING NO. 4, RECORDED AUGUST 18, 2021, AT
RECEPTION NO. E112006, COUNTY OF ARAPAHOE, STATE OF COLORADO;

AND

LOTS 1 THROUGH 25, INCLUSIVE, BLOCK 1;

LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 2;

LOTS 1 THROUGH 56, INCLUSIVE, BLOCK 3;

LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 4;

LOTS 1 THROUGH 20, INCLUSIVE, BLOCK 5;

LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 6;

LOTS 1 THROUGH 20, INCLUSIVE, BLOCK 7;



LOTS 1 THROUGH 20, INCLUSIVE, BLOCK 8;

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 9;

SKY RANCH SUBDIVISION FILING NO. 5, RECORDED FEBRUARY 27, 2023, AT
RECEPTION NO. E3011603, COUNTY OF ARAPAHOE, STATE OF COLORADO;

AND

LOTS 1 THROUGH 46, INCLUSIVE, BLOCK 1;

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2;

LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 3;

LOTS 1 THROUGH 20, INCLUSIVE, BLOCK 4;

LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 5;

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 6;

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 7;

LOTS 1 THROUGH 36, INCLUSIVE, BLOCK 8;

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 9;

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 10;

SKY RANCH SUBDIVISION FILING NO. 6, RECORDED SEPTEMBER 26, 2023, AT
RECEPTION NO. E3066265, COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXHIBIT B

SCHEDULE OF FEES

Fee Description	Fee Cycle	Fee Amount
CAB O&M Fees	Quarterly	\$150.00 per quarter (\$50.00 per month)
Administrative Fees	At the time of any sale, transfer, refinance or re-sale of any residential unit	\$200 per sale, transfer, refinance or re-sale of any residential unit

EXHIBIT C

SCHEDULE OF FEES FOR LATE PAYMENT AND LIEN ENFORCEMENT

<u>Fee Type</u>	<u>Fee Amount</u>	<u>Fee Billing Schedule</u>
Late Payment Fee	\$15 per billing cycle	Upon failure to pay the CAB O&M Fees and/or Administrative Fees
Lien Process	Delinquent balance of unpaid CAB O&M Fees and/or Administrative Fees; Late Payment Fees; Interest; and Costs of collection (including, but not limited to, reasonable attorneys' fees).	See <u>Exhibit D.</u>

EXHIBIT D

**Late Payment and Lien Enforcement Policies and Procedures for Delinquent CAB O&M
Fees**

ARTICLE 1
LIEN FILING POLICIES AND PROCEDURES

1.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all delinquent or unpaid CAB O&M Fees and/or Administrative Fees; Late Payment Fees; Interest; and Costs of Collection (including, but not limited to, reasonable attorneys' fees) (collectively, the "**Fees and Charges**"), until paid, shall constitute a perpetual lien on and against the Property to be served by the CAB. Except for the for the lien against the Property created by the imposition of property taxes by the CAB and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All liens contemplated herein may be foreclosed as authorized by law at such time as the CAB in its sole discretion may determine. Notwithstanding the foregoing, the lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

1.2 CAB Manager's Procedures. The CAB Manager shall be responsible for collecting Fees and Charges imposed by the CAB against the Property. In the event payment of Fees and Charges is delinquent, the CAB Manager shall perform the procedures listed below. Any Fees and Charges which have not been paid by the applicable due date are considered delinquent:

a. Fifteen (15) Business days Past Due. A delinquent payment "Reminder Letter" shall be sent to the address of the last known owner of the Property according to the CAB Manager's records. In the event the above mailing is returned as undeliverable, the CAB Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property as found in the real property records of the Arapahoe County, Colorado Assessor's office (collectively the "**Property Address**"). Said Reminder Letter shall request prompt payment of amounts due.

b. On the Fifteenth (15) Business day of the Month Following the Scheduled Due Date for Payment. A "Warning Letter" shall be sent to the Property Address requesting prompt payment and warning of further legal action should the Property owner fail to pay the total amount owing. Along with the Warning Letter, a summary of these Policies and Procedures, and a copy of the most recent account ledger reflecting the total amount due and owing to the CAB according to the records of the CAB Manager shall also be sent.

c. First (1) Business day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Property, inclusive of Interest and Costs of Collections as defined below, has exceeded Three Hundred Dollars (\$300.00) and the CAB Manager has performed its duties outlined in these Policies and Procedures,

the CAB Manager shall prepare a list of Delinquent Accounts for the Board's consideration. The Board shall determine whether to authorize the CAB Manager's referral of any such Delinquent Account to the CAB's Covenant Enforcement Counsel (the "**Covenant Enforcement Counsel**"). If the amount owing on the Delinquent Account is less than Three Hundred Dollars (\$300.00), the CAB Manager shall continue to monitor the Delinquent Account until the amount owing on such account is Three Hundred Dollars (\$300.00) or greater and use reasonable efforts to resolve the delinquency. If the Board determines not to authorize the CAB Manager to refer a Delinquent Account to Covenant Enforcement Counsel, the CAB Manager shall continue to monitor the Delinquent Account and use reasonable efforts to resolve the delinquency. At the time of such referral, the CAB Manager shall provide Covenant Enforcement Counsel with copies of all notices and letters sent and a copy of the most recent ledger for the Delinquent Account.

1.3 Covenant Enforcement Counsel Procedures. Upon referral of a Delinquent Account from the CAB Manager, Covenant Enforcement Counsel shall perform the following:

a. Upon Referral of the Delinquent Account from the CAB Manager. A "Demand Letter" shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to Covenant Enforcement Counsel for further collections enforcement, including the filing of a lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the CAB according to the records of the CAB Manager shall also be sent.

b. No Earlier Than Thirty (30) Business days from the Date of the Demand Letter. A Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Property Address of the Delinquent Account notifying the Property owner that a lien will be filed within thirty (30) days of the Notice of Intent to File Lien Statement postmark date.

c. No Earlier Than Ten (10) Business days from the Postmark Date of the Notice of Intent to File Lien Statement. A lien for the total amount owing as of the date of the lien shall be recorded against the Property with the County Clerk and Recorder's Office; all Fees and Charges, Interest, and Costs of Collection (as defined below) will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the CAB is paid in full.

ARTICLE 2.
COSTS OF COLLECTIONS

“Costs of Collections” are generated by the CAB Manager and Covenant Enforcement Counsel’s collection efforts. They consist of the following fixed rates and hourly fees and costs:

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

- a. Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the CAB Manager.
- b. Warning Letter Fee. Fifteen Dollars (\$15.00) per Warning Letter sent. This action is performed by the CAB Manager.
- c. Demand Letter Fee. Fifty Dollars (\$50.00) per Demand Letter sent. This action is performed by Covenant Enforcement Counsel.
- d. Notice of Intent to File Lien Fee. One Hundred Fifty Dollars (\$150.00) per Notice of Intent to File Lien Statement sent. This action is performed by Covenant Enforcement Counsel.
- e. Lien Recording Fee. One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by Covenant Enforcement Counsel.
- f. Lien Release Fee. One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by Covenant Enforcement Counsel.

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

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

ARTICLE 3.
WAIVER OF INTEREST AND COSTS OF COLLECTIONS

3.1 Waiver of Interest. The CAB Manager and Covenant Enforcement Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the CAB Manager or Covenant Enforcement Counsel, in its discretion, determines that such waiver or reduction will facilitate

the payment of the penalties due. Notwithstanding, if the cumulative amount due and owing the CAB on the Delinquent Account exceeds One Thousand Dollars (\$1,000.00), neither the CAB Manager nor Covenant Enforcement Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) shall first submit a request for a waiver or reduction, in writing, to the CAB, and the CAB shall make the determination in its sole discretion.

3.2 Waiver of Delinquent Penalties and Costs of Collections. Neither the v Manager nor Covenant Enforcement Counsel shall have the authority to waive any portion of delinquent penalties or Costs of Collections. Should the Property owner desire a waiver of such costs, she/he shall submit a written request to the CAB, and the CAB shall make the determination in its sole discretion.

3.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 3.1 and 3.2 hereof shall not be construed as a waiver or reduction of future Interest, or as the promise to waive or reduce future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the CAB, CAB Manager, or Covenant Enforcement Counsel, whether related to the Property in question or other properties within the CAB's service area.

ARTICLE 4. OPPORTUNITY TO BE HEARD

4.1 Opportunity to be Heard. Individuals who receive any notice or demand pursuant to these Policies and Procedures may request a hearing in accordance with the procedures set forth herein, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in the Covenants.

4.2 Hearing Process. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Covenants, as each now exists or may hereafter be amended.

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

b. Hearing. In the event the decision of the CAB Manager or his representative is unsatisfactory to the complainant, the complainant may submit to the CAB a written request for formal hearing before a hearing officer ("**Hearing Officer**"), which may be a member of the Board of Directors or such other Person as may be appointed by the Board of Directors. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the CAB Manager or designated representative was mailed.

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

c. Rules. At the hearing, the Hearing Officer shall preside, and the hearing shall be recorded. The complainant and representatives of the CAB shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of his or her choice.

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

The Hearing Officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Policies and Procedures that are the subject of the complaint. The Hearing Officer's decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

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

e. Appeals. In the event the complainant disagrees with the findings and order of the Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the CAB a written request for an

appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant's reasons for the appeal. The CAB shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits, or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and order. The CAB shall consider the complainant's written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The CAB's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board of Directors.

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

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

h. Costs. All costs of the formal hearing and appeal processes shall be paid by the complainant, including, but not limited to, certified mailing, transcription of the recorded proceedings, and Covenant Enforcement Counsel fees.

ARTICLE 5. PAYMENT PLANS

5.1 Payment Plans. Neither the CAB Manager nor Covenant Enforcement Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Property owner desire to enter into a payment plan with the CAB, such owner shall first submit a written request to the CAB and the CAB shall make the determination in its sole discretion.

ARTICLE 6.
RATIFICATION OF PAST ACTIONS

6.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the CAB Manager or Covenant Enforcement Counsel that would otherwise have been authorized by these Policies and Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 7.
ADDITIONAL ACTIONS

7.1 Additional Actions. The CAB directs and authorizes its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of these Policies and Procedures.

ARTICLE 8.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

8.1 Acts Not Applicable. Protective covenant enforcement as described herein is not a consumer transaction and, therefore, is not subject to the Colorado Fair Debt Collection Practices Act or the Federal Fair Debt Collections Practices Act.

ARTICLE 9.
SEVERABILITY

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

ARTICLE 10.
SAVINGS PROVISION

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

