RESOLUTION NO. 2019-01-__

RESOLUTION OF THE BOARD OF DIRECTORS OF SKY RANCH COMMUNITY AUTHORITY BOARD ADOPTING THE POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKY RANCH

A. The Sky Ranch Community Authority Board (the "**CAB**") is an authority and separate legal entity created pursuant to Section 29-1-203.5, C.R.S., and that certain Amended & Restated Sky Ranch Community Authority Board Establishment Agreement ("**CABEA**"), dated September 18, 2018, and effective November 13, 2017, by and between Sky Ranch Metropolitan District No. 1 and Sky Ranch Metropolitan 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 and/or modified from time to time.

B. Pursuant to the CABEA and Section 29-1-203.5(2)(a), C.R.S., the CAB is authorized to exercise any general power of a special district specified in part 10 of article 1 of title 32, C.R.S.

C. Pursuant to the CABEA and Section 32-1-1001(1)(m), C.R.S., the CAB has the power "to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the [Sky Ranch Districts]."

D. Pursuant to the CABEA and Section 32-1-1001(1)(j)(I), C.R.S., the CAB has the power "to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the [CAB and/or the Sky Ranch Districts]."

E. The owner of the real property in Sky Ranch has caused to be recorded the Covenants, Conditions and Restrictions for Sky Ranch (the "**Declaration**"), recorded on August 10, 2018, at Reception No. D8079588 of real property records of Arapahoe County, Colorado, which Declaration declares that the Sky Ranch property, as described therein (the "**Property**"), is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, altered and otherwise enjoyed in accordance with and subject to the covenants and use restrictions contained therein.

F. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the Sky Ranch Districts' respective Service Plans, a metropolitan district may provide covenant enforcement within the district if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.

G. The Declaration provides that it is the intention of the declarant to empower the CAB to provide covenant enforcement services to the Property.

H. The Declaration provides that CAB shall enforce each of the provisions provided therein on behalf of the Sky Ranch Districts and the Property.

I. Pursuant to the Declaration and the CABEA, the CAB is authorized promulgate, adopt, enact, modify, amend and repeal covenant enforcement rules and regulations ("**Rules and Regulations**"), as may be amended from time to time, with respect to any violation(s) or alleged violation(s) of the Declaration.

J. The Board of Directors for the CAB (the "**Board**") adopted Resolution 2018-04-01, Resolution of the Board of Directors of Sky Ranch Community Authority Board Acknowledging and Adopting the Covenants, Conditions and Restrictions for Sky Ranch, which acknowledged the CAB's authority to administer and enforce the Declaration.

K. The CAB desires to provide for the orderly and efficient enforcement of the Declaration by adopting Policies and Procedures Governing the Enforcement of the Declaration of Sky Ranch.

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 adopt the Policies and Procedures Governing the Enforcement of the Declaration of Sky Ranch as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("**Policies and Procedures**").

2. The Board of Directors declares that the Policies and Procedures are effective as of January 18, 2019.

3. Judicial invalidation of any of the provisions of this 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 this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

4. 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.

5. Any inquiries pertaining to the Policies and Procedures may be directed to the Manager for the CAB at: Lisa Johnson, Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, phone number: 303-987-0835.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION OF THE BOARD OF DIRECTORS OF SKY RANCH COMMUNITY AUTHORITY BOARD ADOPTING THE POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKY RANCH]

APPROVED AND ADOPTED this 18th day of January, 2019.

SKY RANCH COMMUNITY AUTHORITY BOARD

By: _____
President

Attest:

_____
Secretary or Assistant Secretary

EXHIBIT A

POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE DECLARATION OF SKY RANCH

Preamble

The Board of Directors of the Sky Ranch Community Authority Board (the "**CAB**"), has adopted the following Policies and Procedures Governing the Enforcement of the Covenants, Conditions and Restrictions for Sky Ranch ("**Policies and Procedures**") pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(m), and Section 32-1-1004(8), C.R.S. These Policies and Procedures provide for the orderly and efficient enforcement of the Covenants, Conditions and Restrictions for Sky Ranch, recorded on August 10, 2018, at Reception No. D8079588 of real property records of Arapahoe County, Colorado, and as may be amended from time to time (the "**Covenants**").

Pursuant to the Covenants, it is the intention of the declarant to empower the CAB to provide covenant enforcement services to the residents of the Sky Ranch Metropolitan Districts.

The CAB, pursuant to the provisions of the respective Service Plans for the Sky Ranch Metropolitan Districts, as they have been and may be amended from time to time, pursuant to that certain Amended & Restated Sky Ranch Community Authority Board Establishment Agreement, dated September 18, 2018, and effective November 13, 2017, by and between Sky Ranch Metropolitan District No. 1 and Sky Ranch Metropolitan District No. 5 , as may be amended and/or modified from time to time ("**CABEA**"), and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the CAB has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violation(s) of the Covenants.

Unless otherwise specified, all references to the "CAB" made herein shall refer to the Sky Ranch Community Authority Board and its Board of Directors. The CAB has retained a management company (the "**CAB Manager**") to assist it in managing its affairs, including the assessment and collection of penalties for violations of the Covenants under these Policies and Procedures.

ARTICLE 1.
SCOPE OF POLICIES AND PROCEDURES

1.1 Scope. These Policies and Procedures shall apply to the enforcement of the Covenants, including the Rules and Regulations and Design Review Guidelines adopted pursuant thereto, as well as any reimbursable costs incurred by the CAB for enforcing the Covenants and for correction of noncompliance with the Covenants, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, and removal of non-complying landscaping or improvements.

ARTICLE 2.
VIOLATIONS OF THE COVENANTS

2.1 Violations. Any Person violating any provisions of the Covenants shall be liable to the CAB for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the CAB for the penalties set forth in Article 2.3 below.

2.2 Notice of Violation. A Notice of Violation shall be sent upon a determination, following investigation, by the CAB Manager that a violation is likely to exist. Such Notice of Violation shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

a. Class I Violation: a violation that, in the sole discretion of the CAB, can be corrected immediately and/or does not require submission to, and approval by, the CAB of any plans and specifications. Class I Violations include, but are not limited to, parking violations, trash violations and other violations of the Covenants concerning annoying lights, sounds or odors. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification, the CAB may take any appropriate action necessary to remedy the violation, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

b. Class II Violation: a violation that, in the sole discretion of the CAB, cannot be corrected immediately and/or require plans and specifications to be submitted to, and approval by, the CAB prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within thirty (30) days of notification. If the violation is not corrected within thirty (30) days of notification, the CAB may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement.

2.3 Penalties. Penalties for violations of the Covenants shall be assessed as follows. Any penalties that have not been paid by the applicable due date shall be considered delinquent (the "**Delinquent Account**").

a. First Offense – Notice of Violation, no penalty

b. Second Repeated Offense –Fee of up to $100.00

c. Third Repeated Offense – Up to $250.00

d. Continuing Repeated Violation – Up to $500 each day violation continues (each day constitutes a separate violation).

ARTICLE 3.
INTEREST

3.1 Interest. Interest charges shall accrue and shall be charged on all amounts not paid by the applicable due date, including delinquent penalties and any amounts expended by the CAB to cure a violation of the Covenants or amounts expended by the CAB to repair damages caused as a result of a violation of the Covenants. Interest charges shall accrue and shall be charged at the maximum statutory rate of eighteen percent (18%) per annum.

ARTICLE 4.
LIEN FILING POLICIES AND PROCEDURES

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all 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.

4.2 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 One Hundred Twenty Dollars ($120.00) and the CAB Manager has performed its duties outlined in these Policies and Procedures, the CAB

Manager shall refer the Delinquent Account to the CAB's General Counsel (the "**General Counsel**"). However, if the amount owing on the Delinquent Account is less than One Hundred Twenty Dollars ($120.00), the CAB Manager shall continue to monitor the Delinquent Account until the amount owing on such account is One Hundred Twenty Dollars ($120.00) or greater, at which point the Delinquent Account shall be referred to General Counsel. At the time of such referral, the CAB Manager shall provide General Counsel with copies of all notices and letters sent and a copy of the most recent ledger for the Delinquent Account.

4.3 General Counsel Procedures. Upon referral of a Delinquent Account from the CAB Manager, General 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 General 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 5.
COSTS OF COLLECTIONS

"Costs of Collections" are generated by the CAB Manager and General Counsel's collection efforts. They consist of the following fixed rates and hourly fees and costs:

5.1 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 General 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 General 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 General Counsel.

e. Lien Recording Fee. One Hundred Fifty Dollars ($150.00) per each lien recorded on the Property. This action is performed by General Counsel.

f. Lien Release Fee. One Hundred Fifty Dollars ($150.00) per each lien recorded on the Property. This action is performed by General Counsel.

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

5.3 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 6.
WAIVER OF INTEREST AND COSTS OF COLLECTIONS

6.1 Waiver of Interest. The CAB Manager and General 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 General 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 General 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.

6.2 Waiver of Delinquent Penalties and Costs of Collections. Neither the v Manager nor General 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.

6.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 6.1 and 6.2 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 General Counsel, whether related to the Property in question or other properties within the CAB's service area.

ARTICLE 7.
OPPORTUNITY TO BE HEARD

7.1 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.

7.2 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 General Counsel fees.

ARTICLE 8.
PAYMENT PLANS

8.1 Payment Plans. Neither the CAB Manager nor General 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 9.
RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the CAB Manager or General 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 10.
ADDITIONAL ACTIONS

10.1 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 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

11.1 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 12.
SEVERABILITY

12.1 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 13.
SAVINGS PROVISION

13.1 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, General 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.