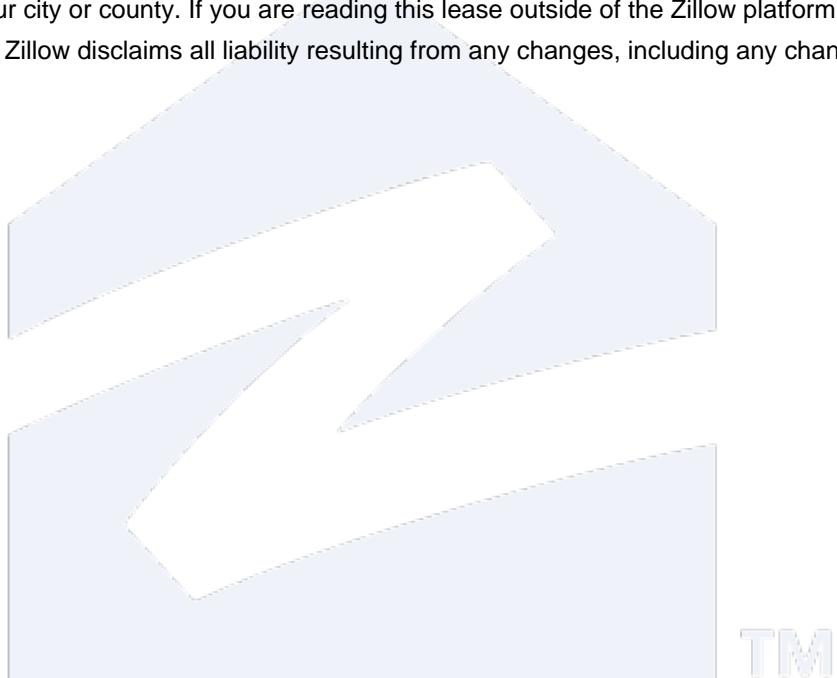


# Residential Lease Agreement

**6148 Shamrock Cir**

**Frederick, Colorado 80530**

Zillow drafted this lease to comply with the legal requirements of the State of **Colorado**. This lease may not include requirements specific to your city or county. If you are reading this lease outside of the Zillow platform, please review the document for any changes. Zillow disclaims all liability resulting from any changes, including any changes that violate applicable law.



# Table of Contents

**Documents incorporated into, and attached as part of, this Lease agreement are selected below:**

Basic Terms & Additional Terms

Pet Addendum

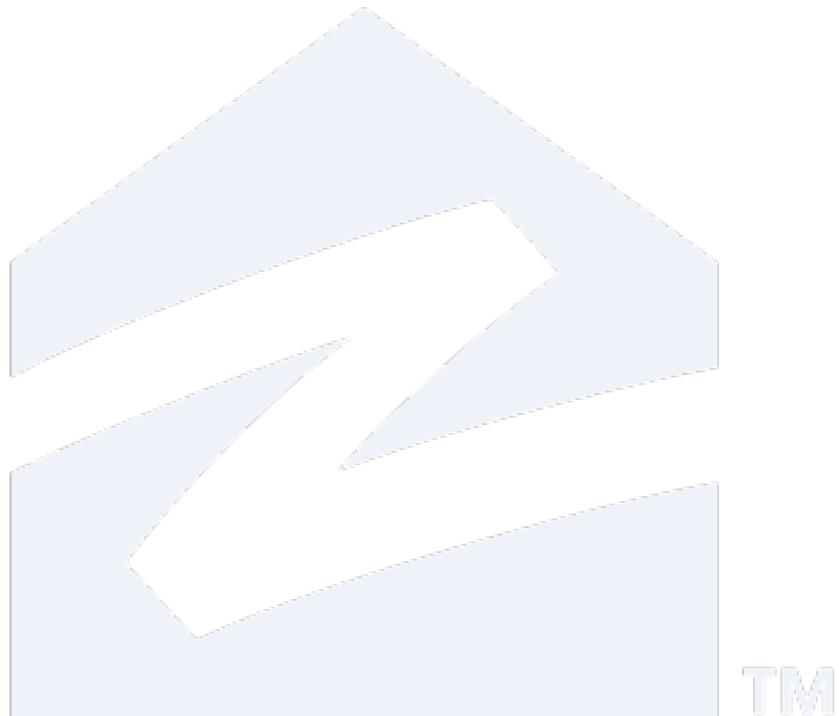
Parking Addendum

Rules Addendum

Lead Based Paint Hazard Disclosure

Protect Your Family from Lead in Your Home Pamphlet

Homeowners / Condominium Associations Rules and Regulations



This Residential Lease (**Lease**) is entered into on the date of the last signature below (the **Effective Date**) between **Steinbaugh Estates LLC (Landlord)** and

**Ashley Lemmonds and Ryan Freeberg** (together and separately, **Tenant**)  
for **6148 Shamrock Cir Frederick, CO 80530 (Property)**.

Landlord hereby leases the Property to Tenant, subject to the terms and conditions of this Lease:

## 1. Basic Terms

### 1.1. AMOUNTS DUE FROM TENANT UPFRONT

#### 1.1.1. Refundable Deposit

**\$250.00** Pet Damage Deposit due at signing ([Section 1.11](#) below)

**\$2,950.00** Security Deposit due at signing ([Section 1.7](#) below)

#### 1.1.2. Rent for First Month

**\$0.00** Prorated Monthly Rent for partial first month of the Term due at signing (See [Section 1.5](#) below)

**\$2,990.00** Monthly Rent for full first month of the Term due at signing (See [Section 1.5](#) below)

#### 1.1.3. Total Due Upfront

**\$6,190.00** due at signing.

**\$0.00** due at Start Date.

### 1.2. ADDITIONAL OCCUPANT INFORMATION

The following additional occupants (**Occupants**) may occupy the Property.

Additional Occupant Name	Age
Braxton Marquez	7
Cameron Freeberg	3
Everlyn Freeberg	0

### 1.3. PROPERTY

Property Location
<b>6148 Shamrock Cir Frederick, CO 80530</b>

The Property is a single-family residence located at **6148 Shamrock Cir Frederick, CO 80530**.

The Property includes all appliances, fixtures, and equipment installed on the Property as of the Start Date (as defined below), including the following:

**Refrigerator; Oven/Range; Microwave; Dishwasher; Clothes washer; Clothes dryer; Forced Air Heating; A/C.**

### 1.4. TERM

Fixed Term. The term of this Lease (**Term**) will begin on **April 1, 2025 (Start Date)** and end on **April 1, 2026 (Expiration Date)**. Neither Landlord nor Tenant is obligated (and neither has any right) to unilaterally renew or extend the Term of this Lease. If Landlord accepts Tenant's payment of the Monthly Rent otherwise due under this Lease for the month after the end of the Term, then this Lease will be deemed to continue on a month-to-month basis on the same terms and conditions as contained in this Lease. In such event, either Landlord or Tenant may terminate the month-to-month tenancy as of the last day of any calendar month by giving at least 30 days' written notice of termination to the other party.

## 1.5. RENT

### 1.5.1. Base Rent; Monthly Rent

Tenant is responsible for paying monthly rent for the use and occupancy of the Property (**Base Rent**) and all other fixed rent and fixed charges described in this Lease (collectively, **Monthly Rent**) on the **1st** day of each month (**Monthly Rent Due Date**). The Monthly Rent is **\$2,990.00**. First month's Monthly Rent is due on upon executing this Lease.

### 1.5.2. Additional Rent

Any amount Tenant may be required to pay Landlord or any other party under this Lease in addition to Monthly Rent other than a Late Fee (defined below) will be additional rent (**Additional Rent**). The Monthly Rent and any Additional Rent are collectively referred to as "**Rent**". Additional Rent includes, without limitation:

- Any applicable charges for utilities and/or other services to the Property, in amounts that vary by month (**Variable Charges**), payable to Landlord within **15** days of billing.
- The cost of utilities required to be arranged for and paid by Tenant directly to the service provider.
- The Insufficient Funds Fee is variable.

### 1.5.3. Manner of Payment

All Rent payable to Landlord must be paid by one of the following:

Check or money order made payable to the following recipient and delivered to the following address: **Steinbaugh Estates LLC**  
**6740 Sequoia Street**  
**Frederick, CO 80530.**

Electronically by online payment service: **Zelle**. Landlord will provide Tenant with Landlord's account information.

Online payments with Zillow Payments.

#### 1.5.4. Rent Summary

Tenant's Rent responsibilities are summarized below:

	Monthly Rent
<b>Base Rent</b>	<b>\$2,950.00</b>
<b>Parking Rent</b> <a href="#">Section 1.9</a>	<b>N/A</b>
<b>Storage Rent</b> <a href="#">Section 1.10</a>	<b>N/A</b>
<b>Pet Rent</b> <a href="#">Section 1.11</a>	<b>\$40.00</b>
<b>Electricity</b> <a href="#">Section 1.6.1</a>	<b>Tenant pays United Power</b>
<b>Natural Gas</b> <a href="#">Section 1.6.2</a>	<b>Tenant pays Black Hills Energy</b>
<b>Heating Oil</b>	<b>N/A</b>
<b>Heat</b> <a href="#">Section 1.6.3</a>	<b>N/A</b>
<b>Water/Sewer</b> <a href="#">Section 1.6.4</a>	<b>Included in Base rent</b>
<b>Trash Removal</b> <a href="#">Section 1.6.5</a>	<b>Included in Base rent</b>
<b>Landscaping</b> <a href="#">Section 1.6.7</a>	<b>Landlord does not provide</b>
<b>Telephone</b> <a href="#">Section 1.6.8</a>	<b>Tenant pays</b>
<b>Cable TV</b> <a href="#">Section 1.6.9</a>	<b>Tenant pays</b>
<b>Internet</b> <a href="#">Section 1.6.10</a>	<b>Tenant pays</b>
<b>Homeowner/Condominium Assessment</b> <a href="#">Section 1.6.11</a>	<b>Included in Base rent</b>
<b>TOTAL</b>	<b>\$2,990.00</b>

TM

## 1.6. UTILITIES AND SERVICES

Landlord and Tenant agree that utilities and other services will be provided and paid for as outlined below:

### 1.6.1. Electricity

Tenant will arrange and pay for the cost of electrical service for the Property directly to the service provider. The name of the Property's electrical service provider is: **United Power**.

### 1.6.2. Natural Gas

Natural gas service is provided to the Property and Tenant will arrange and pay for the cost of natural gas service for the Property directly to the service provider. The name of the Property's natural gas service provider is: **Black Hills Energy**.

### 1.6.3. Heat

Heat is not provided separately from other utilities. The cost of heat is included in the utility costs (natural gas, electricity, or heating oil, as provided) necessary to run the heating system, and will be paid by the party responsible for the applicable utility.

### 1.6.4. Water and Sewer

Landlord will provide water and sewer service to the Property and the cost is included in Base Rent.

### 1.6.5. Trash Removal

Landlord will provide regular trash removal service for the Property and the cost is included in Base Rent. Receptacle(s) for collecting trash are provided by Landlord. Tenant is responsible for depositing trash in the receptacles provided.

### 1.6.6. Snow Removal

Landlord does not provide snow removal services for any portion of the Property or, if applicable, the Building grounds.

Tenant will be responsible for snow removal for the following areas: **Common sidewalk; Main exterior stairs; Common driveway.**

### 1.6.7. Landscaping

Landlord does not provide any landscaping services. Tenant is responsible for reasonable upkeep and maintenance of landscaping, including lawn mowing and leaf raking, as applicable.



### 1.6.8. Telephone

Tenant will arrange and pay for the cost of telephone services.

### 1.6.9. Cable Television

Tenant will arrange and pay for the cost of cable or other premium television services.

### 1.6.10. Internet

Tenant will arrange and pay for the cost of internet service.

### 1.6.11. Homeowner or Condominium Association

The Property is located within a homeowner association or condominium association. Any assessments imposed by the association related to the Property are included in the Base Rent.

## 1.7. SECURITY DEPOSIT

Tenant is required to pay a security deposit to Landlord when the Lease is signed. The security deposit is **\$2,950.00** (**Security Deposit**). [Section 2.4](#) of this Lease contains terms relating to the Security Deposit.

## 1.8. TENANT INSURANCE

Tenant is required to obtain and maintain at all times during the Term renter's insurance covering Tenant's personal property and damage to property with per occurrence limits of not less than **\$100,000.00**. Landlord (and Managing Agent, if any) will be named as an interested party. Tenant will provide Landlord with evidence of any required renter's insurance prior to moving in and upon request during the Term.

## 1.9. PARKING

Tenant may park in areas designated by Landlord on Building grounds (**Parking Area**) and the cost of parking is included in the Base Rent. An addendum (**Parking Addendum**) is attached to this Lease which sets forth the specific terms of, and limitations on, Tenant's parking rights. Except as expressly permitted in the Parking Addendum, neither Tenant nor any other Occupants is allowed to park, or permit any of their guests or invitees to park, on the Building grounds.

## 1.10. STORAGE SPACE

No storage room/storage locker (including any common areas) or other area exterior to the Property is provided for in this Lease.

## 1.11. PETS

Tenant is only permitted to keep pet(s) on the Property that are identified in the addendum (**Pet Addendum**) attached to this Lease, and will comply with all terms of the Pet Addendum. In addition, Tenant is required to carry renter's insurance which includes coverage for pet ownership. Landlord will be named as an interested party on such coverage.

Tenant will pay Landlord an additional refundable damage deposit (**Pet Damage Deposit**) of **\$250.00** on or before the execution of this Lease. In addition, Tenant will pay Landlord **\$40.00** per month as pet rent (**Pet Rent**).

## 1.12. ADDITIONAL RULES

Tenant's use and occupancy of the Property is subject to the following policies, rules, regulations, covenants, restrictions and other matters of record attached to this Lease:

The rules and regulations of the homeowners association or condominium applicable to the Property.

Any Landlord specified rules governing use of the Property (**Rules Addendum**).

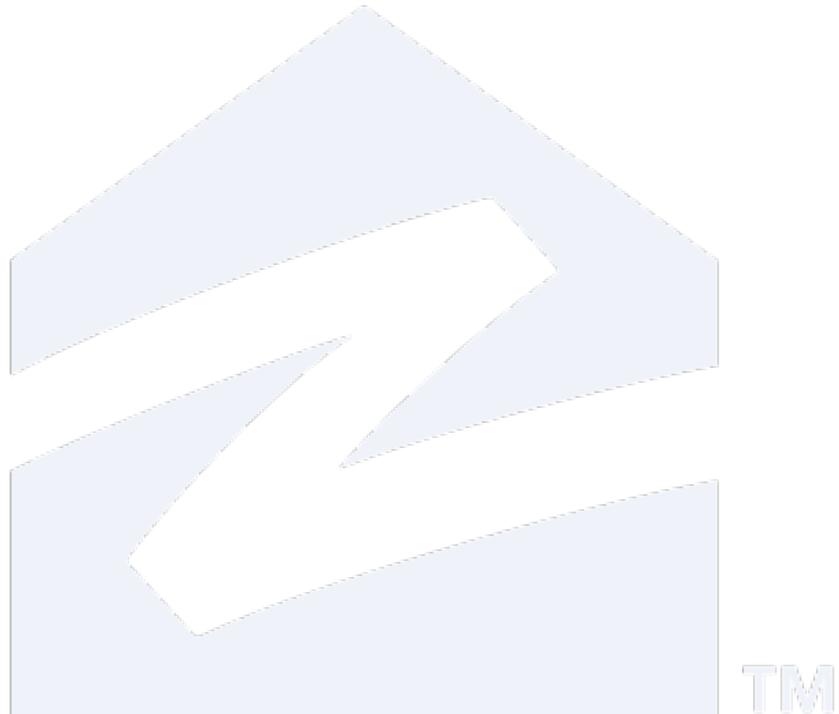
## 1.13. SMOKING POLICY

Smoking means: (i) inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation including hookahs or any similar product, whether natural or synthetic, in any manner or in any form; or (ii) use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

Smoking is not allowed in the Property and, if applicable, all common areas of the Building and on Building grounds.

In addition to any other remedies Landlord may have under this Lease or at law, Landlord may charge Tenant a fee of up to \$250 for a second and subsequent violations if Tenant smokes in a clearly designated non-smoking Property or area of the Building or Building grounds.

Tenant will not engage in or permit the sale, distribution, dispensing, storage, processing, cultivation, or use of marijuana or products containing marijuana or THC.



## 2. Additional Terms

### 2.1. PROPERTY CONDITION

Tenant has examined the Property, either in person or virtually, prior to signing this Lease and, as of the date of this Lease, is satisfied with its condition and appearance (**Existing Condition**). Landlord will deliver possession of the Property to Tenant on the Start Date in the same or better condition as the Existing Condition, except for ordinary wear and tear.

### 2.2. POSSESSION

In the event Landlord cannot deliver possession of the Property to Tenant by the Start Date, through no fault of Landlord, this Lease will continue in full force but Tenant, as Tenant's sole remedy, will not be obligated to pay the Monthly Rent (prorated based upon a 30-day month) for the period that Tenant is unable to take possession. If Landlord fails to deliver possession of the Property by the 30th day following the Start Date, Tenant may terminate this Lease by written notice delivered to Landlord at any point before actual possession of the Property is delivered to Tenant, in which event all amounts paid to Landlord by Tenant will be returned and both parties will be released from all obligations and liability under this Lease.

### 2.3. RENT PAYMENT

#### 2.3.1. Payment Timing

Tenant will pay the Monthly Rent to Landlord, (or Landlord's Managing Agent, if specified above), in advance, on the Monthly Rent Due Date of each month during the Term according to the payment details specified in the Basic Terms. Variable Charges, if any, will be payable according to the timeframe specified in the Basic Terms.

#### 2.3.2. Late Payment

If Tenant fails to pay the Monthly Rent or any other Rent in full by the end of the day **7 days** after it is due, a fee (**Late Fee**) in an amount equal to the greater of **\$50.00** or 5% of the past due Rent amount will be immediately assessed. The Late Fee is due by the end of the day after it is assessed. Acceptance of late payment does not waive Landlord's right to require payment of Monthly Rent in full on the date it is due.

#### 2.3.3. Returned Checks / Dishonored Payments

If any payment of any Rent or other charges under this Lease is returned for insufficient funds or otherwise fails, Landlord will have the right to require the dishonored payment be replaced by a cashier's check, certified check, or money order and require Tenant to pay any fee associated with the failed payment. If more than two of Tenant's payments to Landlord during the Term are returned for insufficient funds, Landlord may require all future payments of Rent and other obligations be paid by cashier's check, certified check, or money order.



### 2.4. SECURITY DEPOSIT

#### 2.4.1. Use of Security Deposit

Landlord will hold the Security Deposit in a segregated account if required by applicable law. Interest on the Security Deposit will be retained by Landlord, unless required to be paid to Tenant under applicable law. Subject to applicable law, Landlord may use the Security Deposit to: (i) remedy Tenant Defaults (as defined in [Section 2.9.1](#) below) under this Lease, including past due Rent; (ii) pay for costs incurred by Landlord to repair damages to the Property caused by Tenant, any Occupants, or any guests of Tenant or any Occupants, beyond ordinary wear and tear; and/or (iii) pay

cleaning costs incurred by Landlord to return the Property to the same level of cleanliness it was in at the Start Date (collectively, **Deposit Claims**). The Security Deposit will not relieve Tenant of any obligation to pay any Rent due under this Lease prior to termination. If a Pet Damage Deposit is required, it will be considered a Security Deposit and subject to the terms of this Section.

#### **2.4.2. Return of Security Deposit**

The Security Deposit, less any Deposit Claims, will be returned to Tenant within 30 days (or shorter period as required by local ordinance) after Tenant vacates the Property upon expiration or earlier termination of this Lease. The returned portion of the deposit will be sent as a single check payable to Tenant(s) listed in the Basic Terms, or as otherwise agreed to by Landlord and Tenant. Any Deposit Claims will be described in an itemized statement provided with the returned portion of the deposit. Tenant will provide a forwarding address to Landlord where the Security Deposit, less Deposit Claims, and the itemized statement will be mailed. In the event Tenant fails to provide a forwarding address, the Security Deposit and statement will be sent to Tenant's last known address, which may be the Property, and Landlord will not be liable for Tenant's delayed receipt of, or failure to receive, the Security Deposit and itemized statement.

### **2.5. TENANT'S OBLIGATIONS**

#### **2.5.1. Residential Use Only**

Tenant will use and occupy the Property for residential purposes only. Tenant will not use or permit the use of the Property for any non-residential, illegal, or otherwise inappropriate purpose, including for any commercial purpose.

#### **2.5.2. Permitted Occupants**

Subject to applicable law, the Property will not be occupied by anyone other than the following: (i) Tenants; (ii) Occupants identified in the Basic Terms; and (iii) children under the age of majority of any Tenant (and Tenant will notify Landlord promptly after any such children take occupancy).

#### **2.5.3. No Disturbance or Nuisance Permitted**

Tenant will not, and will not permit any Occupants or any guests to: (i) make any unreasonably loud or otherwise unreasonable use of the Property; (ii) allow any condition on the Property or, if applicable, common areas of the Building that poses threat of injury to persons or property; or (iii) otherwise interfere with the rights, comfort, safety, or enjoyment of the other tenants or occupants of the Building (if applicable) or neighboring properties.

#### **2.5.4. Utilities**

Tenant will not cause any utility to be interrupted during the Term, and will provide Landlord with reasonable evidence that any utility specified as Tenant's responsibility has been paid upon Landlord's reasonable request.



#### **2.5.5. Maintenance**

Tenant will: (i) keep and maintain the Property in a clean, safe, and sanitary condition; (ii) regularly dispose of all garbage and other waste in a clean and safe manner, not overload any trash receptacles, and separate and dispose of recyclable and compostable materials in any provided separate receptacles; (iii) use all appliances, fixtures, and equipment located in the Property in a safe and reasonable manner in keeping with their intended function and, if provided to Tenant, the applicable operating instructions; (iv) not obstruct access to doors and windows; and (v) maintain the Property in the same condition as it was delivered to Tenant, except for ordinary wear and tear.

#### **2.5.6. No Transfer**

Tenant will not sublease or assign all or any portion of the Property without the prior written consent of Landlord, in Landlord's sole discretion. Any attempted sublease or assignment of the Property or this Lease without the prior written

consent of Landlord will be void and cause for termination of this Lease by Landlord. No sublease of the Property will release Tenant from any obligation under this Lease, and Tenant will be liable for any violations of this Lease caused by a subtenant. Tenant will not rent the Property, or any portion of the Property, including through any rental program such as "Airbnb," "VRBO," or similar program, and Tenant's entry into any short-term rental agreement will be cause for termination of this Lease by Landlord.

#### **2.5.7. No Alterations**

Tenant will not perform any alterations or improvements to the Property without the prior written consent of Landlord, in Landlord's sole discretion. Alterations and improvements include adding, changing, or removing appliances, fixtures, shelving, wallpaper, or wall paint. In addition, except as required by applicable law, Tenant is not allowed to arrange, and will not permit, the installation of new or additional wiring, cabling, or equipment without Landlord's prior written consent, in Landlord's sole discretion. If Tenant violates this provision, Tenant will return the Property to its original condition at Tenant's sole cost and expense. If Landlord approves of any alterations, Tenant understands that any applicable alterations will remain as part of the Property at the end of the Term. Tenant will not subject the Property to any liens in connection with making any alteration or improvement and will indemnify Landlord from all costs and expenses related to alterations, improvements, or liens.

#### **2.5.8. Joint Liability**

All individuals executing this Lease as Tenants will be jointly and severally liable for the performance of all agreements, covenants, and obligations of a Tenant contained in this Lease.

### **2.6. LANDLORD'S OBLIGATIONS**

#### **2.6.1. Services and Utilities**

Landlord will only provide the services and utilities as specified in the Basic Terms and as otherwise required under applicable law. Tenant waives all liability of Landlord for any interruption or insufficiency of any service or utility resulting from causes beyond the reasonable control of Landlord.

#### **2.6.2. Maintenance and Repairs**

Subject to Tenant's duties under [Section 2.5](#) above, Landlord will maintain the Property (including its structural elements, roof, and systems) in good order and repair and, if applicable, will maintain the Building common areas, in a clean, safe, and sanitary condition. Landlord will be responsible for, and will pay for, repairing (and restoring to working condition) the appliances, fixtures, or equipment located in the Property, except if any repairs are necessary as a result of improper use by Tenant or any Occupant, or the guest of Tenant or any Occupant. Tenant will notify Landlord promptly in writing upon becoming aware of any condition within the Property or, if applicable, in the Building, that requires repair or maintenance by Landlord. Landlord will undertake any required repairs reasonably promptly (and in any event in accordance with applicable law), based on the condition, following receipt of notice. Delay by Landlord in performing or completing any repair will not permit Tenant to complete the repair or incur related expenses or to terminate this Lease, except as permitted by applicable law.

### **2.7. LANDLORD'S ACCESS**

Landlord, its agents and contractors, will have the right of reasonable access to the Property during normal business hours to perform its obligations of maintenance and repair of the Property or, if applicable, any other portion of the Building, and for the purpose of showing the Property to prospective tenants and purchasers. Tenant will be provided 24 hours' notice (or longer period if required by applicable law) prior to entry, except that in the case of an emergency, Landlord may immediately access the Property and will give Tenant notice of the entry within two days after.

## 2.8. SURRENDER

### 2.8.1. End of Term

Tenant will surrender possession of the Property and return the keys to Landlord immediately upon the Expiration Date or earlier termination of this Lease. At the time of surrender, the Property will be in the same condition as the Start Date, except for ordinary wear and tear, and otherwise in clean condition and free of all personal property of the Occupants. To the extent permitted by applicable law, any personal property left on the Property after Tenant vacates the Property will be

deemed abandoned by the Occupants and may be disposed of by Landlord at Tenant's cost (and may be deducted from Tenant's Security Deposit by Landlord). Neither Landlord nor Tenant is obligated (and neither has any right) to unilaterally

renew or extend the Term of this Lease. If Tenant and all Occupants do not vacate the Property by the Expiration Date or earlier termination of this Lease, Landlord may commence legal proceedings allowed by applicable law to remove and evict Tenant and any Occupant from the Property and will be entitled to recover from Tenant double the Monthly Rent prorated based on a 30-day month (or the maximum rent allowed for holdover under applicable law, if less) for the period until Landlord regains possession of the Property. Alternatively, if Landlord accepts Tenant's payment of the Monthly Rent

otherwise due under this Lease for the month after the end of the Term, then this Lease will be deemed to continue on a month-to-month basis at the applicable Monthly Rent as identified above and otherwise on the same terms and conditions

as contained in this Lease. In such event, either Landlord or Tenant may terminate the month-to-month tenancy as of the last day of any calendar month by giving one calendar month's written notice of termination to the other party.

## 2.9. DEFAULT

### 2.9.1. Default by Tenant

Tenant will be in default (Default) if: (i) Tenant fails to pay any Monthly Rent by 7 days after Monthly Rent is due and does not cure the failure within 7 days of receiving written notice from Landlord; (ii) Tenant fails to pay any Additional Rent by 7 days after the Additional Rent is due and does not cure the failure within 7 days of receiving written notice from Landlord or; (iii) Tenant fails to comply with any other obligation or restriction in this Lease and does not cure the failure within 7 days of receiving written notice from Landlord. If Tenant Defaults under this Lease, Landlord may exercise all rights and remedies available under applicable law, including the right to: (i) terminate this Lease; (ii) regain possession of the Property through an eviction or similar process; (iii) recover from Tenant all unpaid Rent, Late Fees and, if applicable, holdover Rent for the period prior to Tenant's delivery of possession of the Property to Landlord; (iv) recover all Rent payable under this Lease for the period from the date of termination for Tenant Default through the stated Expiration Date, less the amount Landlord is able to collect from any replacement tenants for that period; and (v) recover all reasonable costs and expenses incurred by Landlord in repairing any damage to the Property, caused by the improper use by any Occupant or any guests of an Occupant, less any amounts obtained from the Security Deposit. Additionally, to the extent permitted under applicable law, Landlord may recover from Tenant Landlord's court costs and reasonable attorneys' fees and expenses incurred in connection with any legal proceedings against Tenant. To the extent required by applicable law, Landlord will use reasonable efforts to mitigate any damages resulting from Tenant Default.

## 2.10. NOTICES

Any notice of termination of this Lease, notice of Default by Tenant under this Lease or any other notice required to be given in writing under applicable law (**Material Notices**) will be in writing and sent to Tenant and Landlord at the applicable address set forth in [Section 2.15](#) below. Except for Material Notices, all other written notices under this Lease may be delivered to the other party at the e-mail address or physical address of the party specified in [Section 2.15](#), or by other electronic means agreed to by the parties. Either party can update its email or physical address by sending written notice to the other party.

## 2.11. TENANT'S PROPERTY

Tenant acknowledges that Landlord's insurance does not cover loss or damage to any of Tenant's personal property located on the Property and that Landlord will not be liable for any damage to Tenant's personal property. If required by the Basic Terms, Tenant will obtain and maintain (during the Term) renter's insurance of at least the level stated in the Basic Terms. Upon Landlord's request, Tenant will provide Landlord a certificate of insurance as evidence of the policy. Even if no policy of renter's insurance is required, Landlord recommends that Tenant obtain renter's insurance.

## 2.12. GENERAL

This Lease will be governed by the laws of the State of **Colorado**, and any additional laws of the city or county in which the Property is located. This Lease will be binding on and inure to the benefit of all permitted heirs, legal representatives, and assigns of the parties. This Lease, along with the attached Addenda and legal disclosures, contains the entire agreement between Landlord and Tenant and may not be changed except in writing signed by all parties. If any provision of this Lease is found to be invalid or unenforceable, all other provisions contained in this Lease will remain binding and enforceable to the maximum extent permitted by applicable law.

## 2.13. DISCLOSURES / ADDENDA

Tenant acknowledges that the legal disclosures and addenda (**Addenda**) attached to this Lease are part of the legal agreement between the parties. Tenant will comply with all applicable rules and regulations set out in the attached Addenda. The terms of this Lease will control in the event of any conflict between the terms of any Addenda and the terms of the Lease.

## 2.14. EXECUTION

TM

All individuals indicated in the Basic Terms as comprising Tenant will sign this Lease and related attached Addenda where indicated. Each of Landlord and Tenant consents to the other party's execution of this Lease by electronic signature. Delivery of this Lease containing the electronic signature of a party or otherwise by facsimile through electronic means or as a digital copy will have the same full force and effect as a manually executed original version.

## 2.15. CONTACT INFORMATION

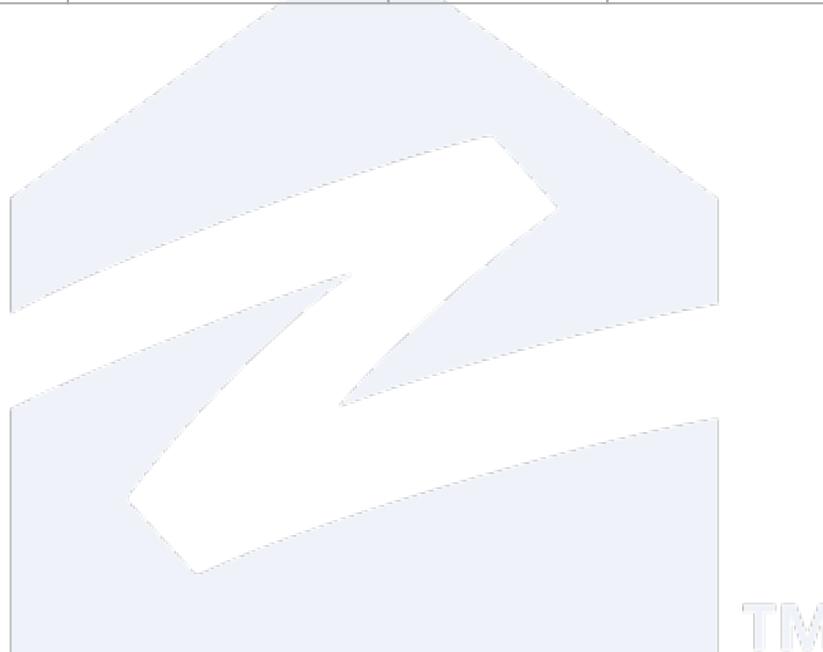
### 2.15.1. Tenant

Tenant's address is required for notice prior to the Start Date. Notices after the Start Date will be made to the Property.

Tenant Name	Address for Notice Prior to Start Date	Phone	Email
Ashley Lemmonds		(720) 417-0291	alemmonds.0821@gmail.com
Ryan Freeberg		(720) 417-1516	afreeberg0821@gmail.com

### 2.15.2. Landlord & Managing Agent

Landlord Name	Address for Notice	Phone	Email
Steinbaugh Estates LLC	6740 Sequoia Street Frederick, CO 80530	970-988-5202	taylor.steinbaugh@gmail.com



IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease as of the date of the last signature below.

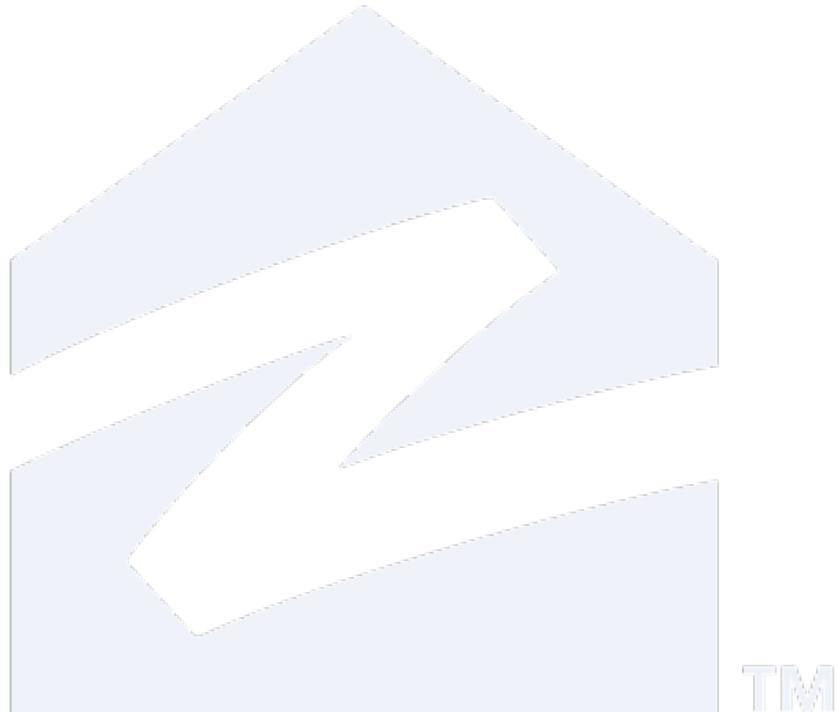
## TENANT SIGNATURE

**Ashley Lemmonds** *Ashley Lemmonds*  
03-25-2025 07:16:26 PM MDT - 2-2

**Ryan Freeberg** *Ryan Freeberg*  
03-25-2025 07:24:54 PM MDT - 3-3

## LANDLORD SIGNATURE

**Steinbaugh Estates LLC** *Taylor Steinbaugh on behalf of Steinbaugh Estates LLC*  
03-27-2025 04:12:10 PM MDT - 4-1



# Pet Addendum

This Pet Addendum is attached to and made a part of the lease between **Landlord** and **Tenant** for the Property dated as of the date hereof (**Lease**). All capitalized terms used in this Addendum have the meanings given such terms in the Lease.

## A. PERMISSIONS TO HAVE PET(S)/IDENTIFICATION

Subject to Tenant's compliance with this Addendum, Tenant is granted permission to keep only the following pet(s) at the Property during the Term of the Lease (each, a **Pet**):

Pet Name	Description
Finigan	Type: dog; Gender: male; Breed: Goldendoodle; License number: 862913

## B. RULES, REGULATIONS, AND AGREEMENTS

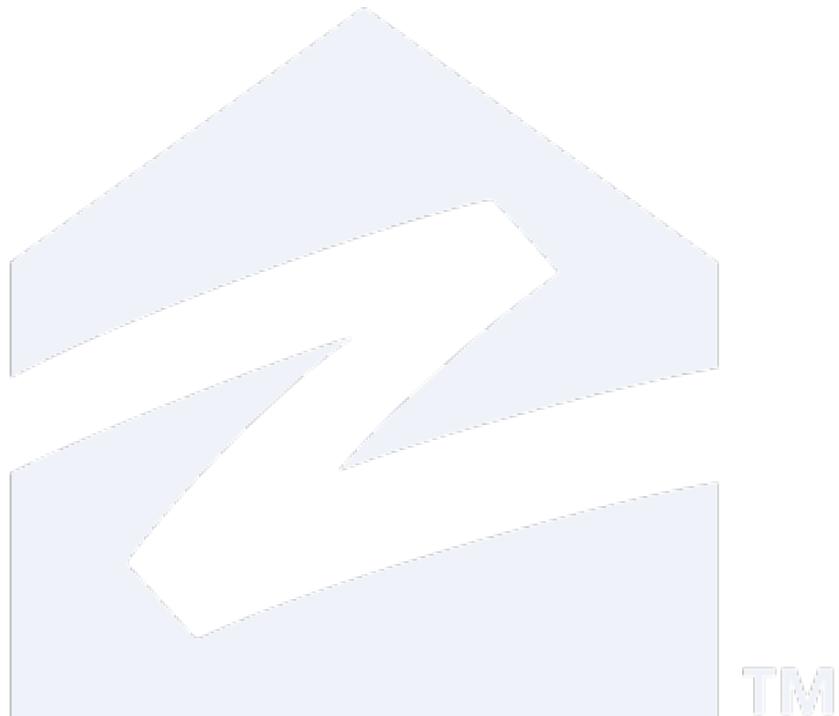
The following pet rules apply:

1. Tenant represents that each Pet is properly licensed and vaccinated as required by applicable law, and Tenant agrees to keep all licensure and vaccinations current. Tenant further agrees to provide proof of licensing and vaccination upon Landlord's request.
2. Tenant represents to Landlord that each Pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons.
3. Pets must be kept on a leash (or otherwise under the direct physical control of Tenant or another person) at all time when, if applicable, in the Common Areas or other portions of the Building or grounds.
4. Tenant will clean up after each Pet and properly dispose of all waste.
5. Tenant will maintain the Property free of odor and stain from any Pet. Tenant will use prompt and diligent efforts to prevent and eliminate any infestation of pests (e.g. fleas) associated with any Pet.
6. Tenant will not groom or wash any Pet in a Common Area.
7. Tenant is responsible for controlling and minimizing noise caused by any Pet. Unreasonable levels of noise which interfere with the quiet enjoyment of any other tenants is prohibited.
8. Tenant is responsible for and will be charged for any damage to the Property or Building caused by any Pet. Damage includes, but are not limited to, damage to floors, carpets, drapes, screens, landscaping, and fencing, including any odors due to the presence of a Pet.
9. Tenant will indemnify and hold Landlord harmless from all liability, claims, demands, damages, and costs for injuries to persons or property in connection with Tenant's Pet(s).
10. If Landlord receives a complaint or otherwise has reasonable belief that the conduct or condition of a pet constitutes a nuisance under state or local law or otherwise poses a threat to the safety or health of others, Landlord may inspect the Property and if Landlord determines that the Pet constitutes a nuisance or threat to others, Landlord may revoke the permission granted under this Addendum and order Tenant to remove the subject Pet from the property. Tenant will comply with such order and permanently remove the subject Pet from the Property within 48 hours.
11. Landlord may (but is not obligated to) enter the Residence and remove (or, if applicable, permit any local authority to remove) any Pet from the resident's apartment and take such other action as permitted by law, including placing the Pet in a shelter at Tenant's expense if: (a) the Pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that indicates a threat to the health or safety of others, or (b) Tenant dies, becomes incapacitated, or

otherwise unable to care for the Pet and (b) Landlord or Managing Agent believe in good faith the Pet is being abused or neglected or is in distress.

12. Any rights of Landlord may be exercised by Landlord's Managing Agent, if applicable.

The violation of any provision of this Pet Addendum will constitute a Default under the Lease.



**TENANT SIGNATURE**

**Ashley Lemmonds** *Ashley Lemmonds*  
03-25-2023 07:16:26 PM MDT - 2-4

**Ryan Freeberg** *Ryan Freeberg*  
03-25-2025 07:24:54 PM MDT - 3-10

**LANDLORD SIGNATURE**

**Steinbaugh Estates LLC**

*Taylor Steinbaugh on behalf of Steinbaugh Estates LLC*  
03-27-2025 04:12:10 PM MDT - 4-13

TM

# Parking Rules Addendum

This Parking Addendum is attached to and made a part of the lease between **Landlord** and **Tenant** for the Property dated as of the date hereof (**Lease**). All capitalized terms used in this Addendum have the meanings given such terms in the Lease.

Tenant may park **any** vehicles in the parking area located on the grounds of the Building during the Lease term. Landlord shall be entitled to require all vehicles parking in the Parking Area to be registered with Landlord including, without limitation, providing Landlord with any required information, such as the vehicle license plate number and the owner's name and contact information. Landlord shall be entitled to institute parking controls and other measures including, without limitation, requiring vehicle tags or decals and installing access gates with security cards or access codes. Landlord may impose reasonable and customary charges on Tenant and other Occupants for security cards and /or vehicle tags or decals.

No vehicles other than Registered Vehicles may be parked in the parking area by Tenant, any other Occupant, or any of their guests. If Tenant replaces any of the Registered Vehicles, Tenant must notify Landlord of that replacement and provide Landlord with the new identification information (as set forth above) for the replacement vehicle prior to parking that vehicle in the parking area.

## NATURE OF PARKING RIGHTS

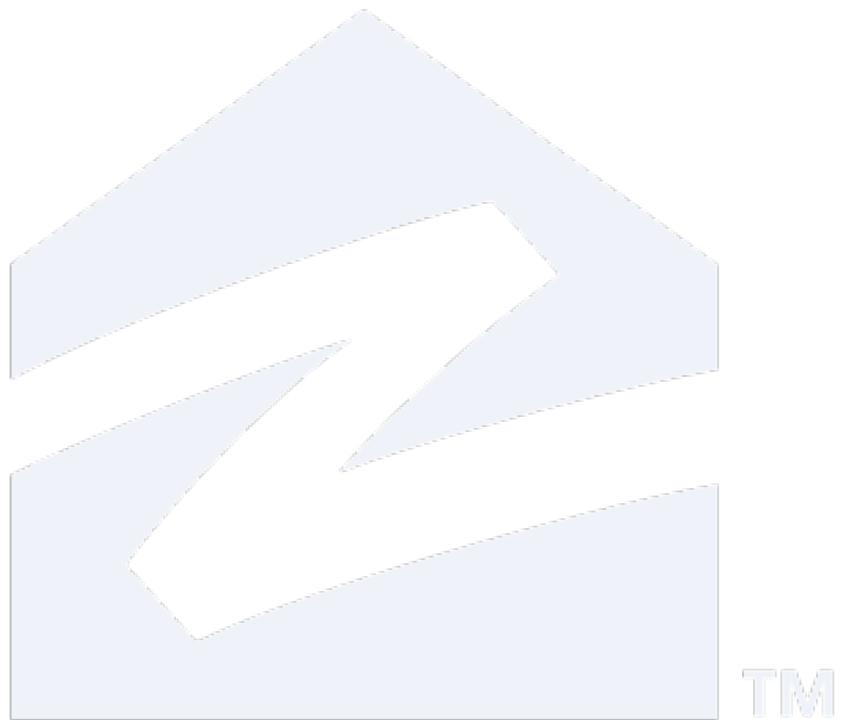
Tenant may park in any open parking space available in the parking area, and neither Tenant nor any other tenant has any special right to park in any particular parking space.

## PARKING RULES AND REGULATIONS

In addition to the restrictions described above, the following motor vehicle rules apply to Tenant and any other tenant whose Lease includes parking rights:

1. The parking and traffic regulations posted on any private streets, roads, or drives must be obeyed.
2. The parking area will be used only to park motor vehicles and for loading or unloading of motor vehicles.
3. All ordinances regarding fire lanes must be obeyed. Any vehicle parked outside the parking area, parked in a fire lane, blocking a fire hydrant, refuse container, another vehicle, sidewalk, or lawn, or otherwise illegally or improperly parked may be towed by Landlord without notice at the vehicle owner's expense.
4. Only operable passenger vehicles (including pick-up trucks) that can reasonably fit in a designated parking space may utilize the parking area. Commercial vehicles, recreational vehicles, boats or trailers, or other oversized vehicles may not be parked in the parking area.
5. Landlord may remove any vehicle at the owner's expense if it reasonably appears to Landlord that the vehicle is abandoned or inoperable, the vehicle does not display an inspection sticker and/or license plates, or the inspection and /or registration is expired.
6. Repairs to vehicles are prohibited in the parking area or on Building grounds, except for emergency repairs.
7. Vehicles may be washed only in designated areas. If there is no designated area, then washing vehicles is not allowed on the grounds of the Building.
8. Tenant's use of the parking spaces and parking area are at Tenant's own risk. Tenant acknowledges that Landlord does not provide security for the parking area and makes no representations concerning the security of the parking area. Landlord will not be liable or responsible for the damage to, or theft of, any vehicle or theft of any property from any vehicle.

The violation of any restriction, rule, or regulation contained in this Parking Addendum will constitute a Default by Tenant under the Lease.



IN WITNESS WHEREOF, Tenant and Landlord hereby agree to this Parking Addendum.

**TENANT SIGNATURE**

**Ashley Lemmonds** *Ashley Lemmonds*  
03-25-2025 07:16:26 PM MDT - 2-17

**Ryan Freeberg** *Ryan Freeberg*  
03-25-2025 07:24:54 PM MDT - 3-23

**LANDLORD SIGNATURE**

**Steinbaugh Estates LLC**

*Taylor Steinbaugh on behalf of Steinbaugh Estates LLC*  
03-27-2025 04:12:10 PM MDT - 4-15

TM

# Rules Addendum

This Rules Addendum is attached to and made a part of the lease between **Landlord** and **Tenant** for the Property dated as of the date hereof (**Lease**). All capitalized terms used in this Addendum have the meanings given such terms in the Lease.

## ACTIONS OF RESIDENTS

- Tenant will dispose of trash only in designated areas.
- Tenant will promptly report any repair or maintenance problems to Landlord or Managing Agent (if any).

## KEYS

- At delivery of possession to Property, Tenant will sign and deliver to Landlord a receipt which will identify the locks associated with the keys provided to Tenant (e.g. common building door, Property door, mailbox, etc.) and the number of each type of key so provided.
- When Tenant vacates Property at the end of Term, Tenant will return all keys provided to Tenant by Landlord. If Tenant fails to return all such keys, Landlord may re-key all of the applicable locks and the cost incurred by Landlord in re-keying such lock(s) will be paid by Tenant on demand or Landlord may apply Security Deposit, if any, to pay that cost.
- If Tenant loses a key or requires duplicates, they must notify Landlord or Managing Agent, if any, and bear the cost. Tenant may not duplicate the keys on their own.

## USE OF PREMISES AND COMMON AREAS

- Tenant may not, without written consent of Landlord, drill holes or use nails, hooks, and screws on the property.
- Tenant may not fasten anything to the fixtures, appliances, or to the interior or exterior of the property.
- Any balcony or porch included in Property, or adjacent to Property, may not be altered by Tenant or used to store their personal belongings.
- Tenant will comply with all weight restrictions on balconies and porches and will not overload them.
- Tenant may not bring anything onto the property or grounds which could increase the risk of fire (e.g., flammable chemicals).
- No wax candles will be used on the property.
- Tenant may not cook or barbecue on any porch or balcony or within 15 feet of any building.
- Tenant won't place any sign, advertisement, or notice so that it's visible outside the property.
- Tenant won't add or change any locks without prior written consent of Landlord.

- Waterbeds and other water furniture are prohibited. Also, unusually heavy items like pianos and safes are only allowed if Landlord agrees that the weight is reasonable for the property's floor.

## OTHERS

### INSPECTION:

- Tenant will allow landlord to perform an inspection of the property at least 3 months into the lease and at the end of the lease.

### IRRIGATION:

- Landlord will setup landscape irrigation schedule, Tenant is not to modify. In addition, Tenant is to inform Landlord of any irrigation/landscaping issues such as leaks or watering deficiencies.

### CONTACT AMENDMENT:

- steinbaughestatesllc@gmail.com is the preferred email address for contacting the landlord via email

### ADDITIONAL HOA:

- If any HOA fines are incurred due to Tenants, Tenants will be responsible for paying said fines.

### GUESTS:

- Tenants will not allow guest(s) for more than 13 days in a 6 month period.

### SEVERABILITY:

- If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

### EARLY TERMINATION:

- Tenant's Right to Terminate: The Tenant may terminate this Lease prior to the expiration of the Lease term by providing the Landlord with at least 30 days' written notice. The Tenant shall pay an early termination fee equal to one month's rent or the equivalent of 30% of the remaining rent due under the Lease, whichever is greater. The Tenant will remain responsible for rent payments and other obligations up to the termination date.

- Landlord's Right to Terminate: The Landlord may terminate this Lease early by providing the Tenant with at least 30 days' written notice if the Tenant breaches any material terms of the lease and fails to cure the breach within 10 days of receiving written notice of the breach. The Landlord may also terminate the Lease if the Tenant vacates the premises or abandons the property without notifying the Landlord.

### - Obligations on Early Termination:

Tenant's Obligations: Upon early termination, the Tenant is responsible for:

Payment of rent and any additional fees or expenses incurred up until the termination date.

A pro-rata share of utilities or common area maintenance charges, if applicable.

Returning the premises in good condition, subject to normal wear and tear, and arranging for any necessary repairs or cleaning as required.

Landlord's Obligations: Upon termination, the Landlord agrees to:

Refund any prepaid rent or deposits due to the Tenant, after deducting any amounts owed for damages, unpaid rent, or other outstanding charges. Colorado law requires that the Landlord return the security deposit within 30 days of the Tenant's vacating the property.

**Provide written acknowledgment of the termination and release the Tenant from future obligations under the lease after the termination date, subject to the conditions of this agreement.**

**- Conditions for Early Termination:** The Tenant may terminate early for the following reasons:

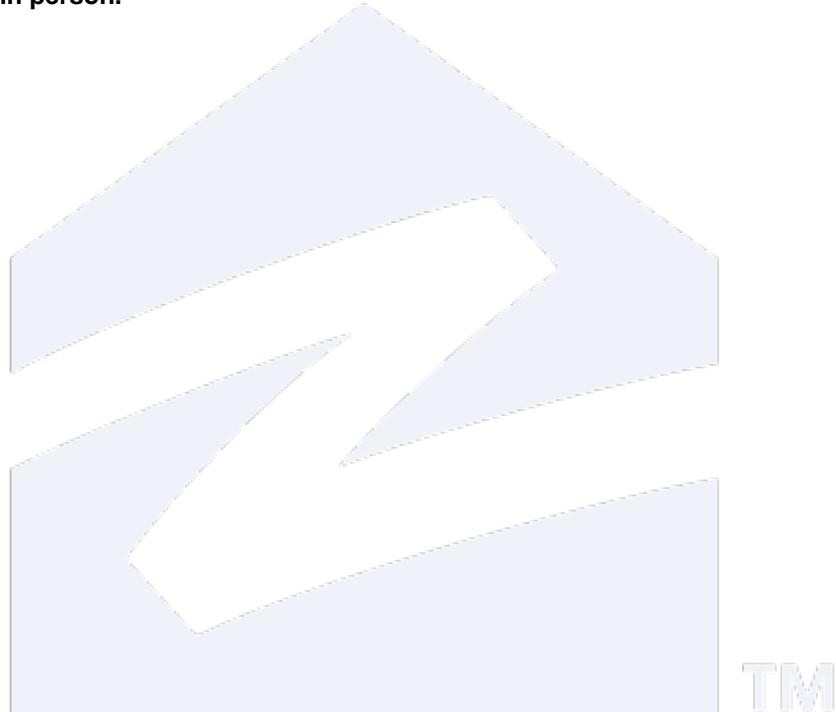
Relocation for employment

Moving for medical treatment.

**Military service:** If the Tenant is called to active military duty or is a member of the military reserves and is required to relocate, the Tenant may terminate the Lease without penalty, pursuant to the Servicemembers Civil Relief Act (SCRA).

**Uninhabitable conditions:** If the rental property becomes uninhabitable due to circumstances beyond the Tenant's control (e.g., fire, flooding), the Tenant may terminate the Lease without penalty, provided the Landlord is notified.

**- Notice Requirements:** Any notice of early termination must be in writing and delivered to the other party via registered mail, email, or in person.



IN WITNESS WHEREOF, Tenant and Landlord hereby agree to this Rules Addendum.

**TENANT SIGNATURE**

**Ashley Lemmonds** *Ashley Lemmonds*  
03-25-2025 07:16:26 PM MDT - 2-26

**Ryan Freeberg** *Ryan Freeberg*  
03-25-2025 07:24:54 PM MDT - 3-32

**LANDLORD SIGNATURE**

**Steinbaugh Estates LLC**

*Taylor Steinbaugh on behalf of Steinbaugh Estates LLC*  
03-27-2025 04:12:10 PM MDT - 4-25

TM

# Lead Based Paint Hazard Disclosure

## LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## LANDLORD'S DISCLOSURES

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## TENANT'S ACKNOWLEDGEMENTS

By signing below, Tenant acknowledges receipt of copies of all information listed above. In addition, by signing below, Tenant acknowledges receipt of the pamphlet Protect Your Family from Lead in Your Home, a copy of which is attached to this Lease.

## CERTIFICATE OF ACCURACY

IN WITNESS WHEREOF, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

### TENANT SIGNATURE

Ashley Lemmonds

*Ashley Lemmonds*  
03-25-2025 07:16:26 PM MDT - 2-34

Ryan Freeberg

*Ryan Freeberg*  
03-25-2025 07:24:54 PM MDT - 3-35

### LANDLORD SIGNATURE

Steinbaugh Estates LLC

*Taylor Steinbaugh on behalf of Steinbaugh Estates LLC*  
03-27-2025 04:12:10 PM MDT - 4-36

TM



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

## Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

## Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

## If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## **Lead Gets into the Body in Many Ways**

---

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

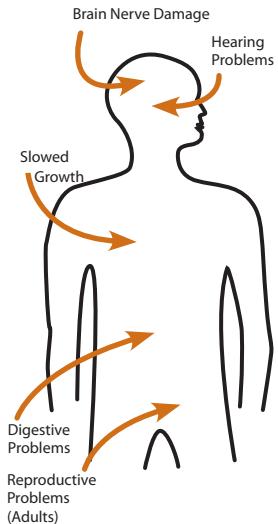
# Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

## In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

## In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## **Check Your Family for Lead**

---

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

---

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

---

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

---

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## **What You Can Do Now to Protect Your Family**

---

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

---

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

---

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

# Renovating, Repairing or Painting a Home with Lead-Based Paint

---

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## **Other Sources of Lead**

---

### **Lead in Drinking Water**

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### **Important Steps You Can Take to Reduce Lead in Drinking Water**

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

---

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

---

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as “**greta**” and “**azarcon**,” used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

---

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA) Regional Offices

---

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## **Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

## **Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

## **Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

## **Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

## **Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

## **Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

## **Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

## **Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

## **Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

## **Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

---

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## **U. S. Department of Housing and Urban Development (HUD)**

---

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

# SAVANNAH MASTER ASSOCIATION

## POLICIES AND PROCEDURES

As Adopted Effective August 10, 2022

### Table of Contents

Adoption of Policies, Procedures, Rules, Regulations or Guidelines Policy.....	2
Alternative Dispute Resolution Policy.....	4
Collection of Unpaid Assessments Policy.....	5
Conduct of Meetings Policy .....	17
Board Member Conflicts of Interest Policy.....	23
Covenant & Rule Enforcement Policy.....	26
Inspection and Copying of Association Records Policy.....	33
Investment of Reserves Policy.....	38
Reserve Study Policy.....	40
Display of Flags and Signs in the Community Policy.....	42
Virtual Meeting Policy.....	45
Xeriscaping Policy.....	49
Document Retention & Destruction Policy.....	52

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES, RULES,  
REGULATIONS, OR GUIDELINES**

- SUBJECT:** Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies") regarding the operation of the Association.
- PURPOSE:** To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association and to afford Owners an opportunity to provide input and comments on such Policies prior to adoption.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** 8-10-2022
- RESOLUTION:** The Association hereby adopts the following procedures when adopting Policies of the Association:
1. **Scope.** The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to ensure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.
  2. **Drafting Procedure.** The Board shall consider the following in drafting the Policy:
    - (a) whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;
    - (b) the need for such Policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and
    - (c) the immediate and long-term impact and implications of the Policy.
  3. **Notice.** The adoption of every Policy shall be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity in compliance with Colorado law. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be published on the

Association's website and otherwise provided to all Owners in such manner as the Board deems reasonable (which may include email).

4. Definitions. Unless otherwise defined in this Policy, initially capitalized terms defined in the Declaration shall have the same meaning herein.

5. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

6. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

7. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

**SAVANNAH MASTER ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

  
President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)**

**SUBJECT:** Adoption of a procedure regarding alternative dispute resolution.

**PURPOSE:** To adopt a standard procedure to be followed for resolving disputes.

**AUTHORITY:** The Declaration, Articles and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 8-10-2022

**RESOLUTION:** The Association hereby adopts the following Policy and Procedures:

In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Certain types of disputes are subject to the mandatory dispute resolution procedures set forth in Article 13 of the Declaration. Except as otherwise required by Article 13 of the Declaration, nothing in this Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions are available to either party.

**PRESIDENT'S CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

**SAVANNAH MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation**

*Benjamin Flair*  
President

**POLICY  
OF  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS**

**SUBJECT:** Adoption of a policy and procedure regarding the collection of unpaid assessments.

**PURPOSE:** To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE**

**DATE:** August 9, 2022

**RESOLUTION:** The Association hereby adopts the following policy:

The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

1. **Due Dates.** Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each quarter. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 10 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.
2. **Receipt Date.** The Association shall post payments within 24 hours of the day that the payment is received in the Association's office.
3. **Late Charges on Delinquent Installments.** The Association shall impose on a monthly basis a \$25.00 late charge for each Owner who fails to timely pay any assessment within 10 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 8% per annum on the

amount owed for each Owner who fails to timely pay any assessment within 10 days of the due date.

4. Personal Obligation for Assessments and other Charges, Fees and Costs. The Assessments and other Charges, Fees and Costs shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All Assessments and other Charges, Fees and Costs shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.
5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Policy, a return check fee, not to exceed \$20.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Policy after the date adopted as shown above. 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 (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of any assessment is not timely made within 15 days of the due date.
6. Service Fees. In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.

7. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due.

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment plan, including the payment of ongoing assessments of the association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

8. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

9. **Application of Payments.** Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. The association may prohibit the owner from accessing any online payment portal until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any assessments owed, then to any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Policy.
10. **Collection Process.**
  - (a) After an installment of an annual assessment or other charges due to the Association becomes more than 10 days delinquent, the management company shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. This First Notice shall be sent by regular first-class mail.
  - (b) After an installment of an annual assessment or other charges due to the Association becomes more than 40 days delinquent, the management company shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. This Second Notice shall be sent by regular first-class mail.
  - (c) After an installment of an annual assessment or other charges due to the Association becomes more than 70 days delinquent, the management company shall send a third written notice ("Third Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment. The Association's notice, at a minimum shall include the following:
    - (i) The total amount due to the Association along with an accounting of how the total amount was determined.

- (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
  - (iii) A name and contact information for an individual the owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
  - (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the owners right to vote if permitted in the Bylaws or Declaration.
  - (v) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure.
  - (vi) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.
  - (vii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other governing documents of the Association.
- (d) This Third Notice will be provided to the Owner in the following manners:
- (i) Certified Mail, return receipt requested; and

- (ii) Physically posted on the Owner's Unit at the Association; and
  - (iii) By one of the following manners:
    - (a) First-class mail;
    - (b) Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or
    - (c) Email to an email address that the Association has on file because the Owner has provided the email address to the Association.
- (e) After an installment of an annual assessment or other charges due to the Association becomes more than 100 days delinquent, the management company may file a lien and shall turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the association but have not yet been posted to the ledger. As such, the owner is required to communicate with the collection attorney to obtain the most up to date balance.

11. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.
12. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued)	Any time after 10 days after due date
Second Notice	Any time after 40 days after due date

(notice that late charges and interest have accrued)	
Third Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after 70 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after 100 days after due date

The attorney may consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon the Owner or designee's written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner's property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

14. **Bankruptcies and Foreclosures.** Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, the management company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
15. **Referral of Delinquent Accounts to Attorneys.** Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with management company, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:
  - (a) Filing of a suit against the delinquent Owner for a money judgment;
  - (b) Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;
  - (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
  - (d) Filing a court action seeking appointment of a receiver.All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.
16. **Appointment of a Receiver.** The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.
17. **Judicial Foreclosure.** The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to

be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

The Association may only approve a foreclosure action after the delinquency equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association.

The Association may not foreclose on an Owner's Unit if the debt securing the lien consists only of one or both of the following:

- (a) Fines that the Association has assessed against the Owner as a result of covenant violations; or
- (b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by a member of the Board of Directors, an employee of the Association's management company representing the Association, an employee of the law firm representing the Association, or an immediate family member of any of these individuals.

18. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

19. Communication with Owners.

As to any communication sent by the Association or the Management company on behalf the Association pursuant to Paragraph 10 of this Policy, the Association or management company on their behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner

identifies a designated contact, the Association shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the Owner provides permission directly to the Association's attorney giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. If the Owner has notified the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

20. **Communication by Owners.** Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.
21. **Defenses.** Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.
22. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

23. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
24. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
25. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association certifies the foregoing Policy was adopted by the Board of Directors on 8/10/2022 and in witness thereof, the undersigned has subscribed his/her name.

SAVANNAH MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By: Benjamin Filsen  
Its: President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING CONDUCT OF MEETINGS POLICY**

**SUBJECT:** Adoption of a policy and procedures for conducting Owner and Board meetings.

**PURPOSE:** To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** August 9, 2022

**RESOLUTION:** The Association hereby adopts the following procedures regarding the conduct of meetings:

1. **Owner Meetings.** Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Notice.**

(1) In addition to any notice required in the Bylaws and Declaration, notice of any meeting of the Owners shall be conspicuously posted within the community (if feasible and practicable) prior to each such meeting, but in no case less than 24 hours prior to any such meeting, or as may otherwise be required by Colorado law.

(2) The Association shall also post notice on the Association's website prior to such meeting.

(3) If any Owner has requested that the Association provide notice via email and has provided the Association with an email address, the Association shall send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws but in no case less than 24 hours prior to any such meeting.

(b) **Conduct.**

(1) All Owner meetings shall be governed by the following rules of conduct and order:

- (A) The President of the Association or designee shall chair all Owner meetings.
- (B) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate.
- (C) Any person desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item. If there are multiple Owners desiring to speak on the same topic, the Chair will determine a reasonable number of persons who will be permitted to speak in favor of and against the motion.
- (D) Anyone wishing to speak must first be recognized by the Chair.
- (E) Only one person may speak at a time.
- (F) Each person who speaks shall first state his or her name.
- (G) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
- (H) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
- (J) Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons addressing the meeting.
- (K) All actions and/or decisions will require a first and second motion.
- (L) Once a vote has been taken, there will be no further discussion regarding that topic.
- (M) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken shall be kept by the association.
- (N) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.
- (O) The Chair may establish such additional rules of order as may be necessary from time to time.

(c) **Voting.** All votes taken at Owner meetings shall be taken as follows:

- (1) Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder.

In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

(2) Except as otherwise provided by Section 5.2 of the Bylaws, uncontested elections of Board members, defined as elections in which the number of candidates is equal to, or less than, the positions to be filled and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including by voice or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

(3) Written ballots shall be counted by a neutral third party (excluding the Association's managing agent or legal counsel) or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be 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.

(4) The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) **Proxies.** Proxies may be given by any Owner as provided by C.R.S. 7-127-203.

(1) All proxies shall be reviewed by the Association's Secretary or designee as to the following:

- (A) Validity of the signature
- (B) Signatory's authority to sign for the property Owner
- (C) Authority of the property Owner to vote
- (D) Conflicting proxies
- (E) Expiration of the proxy

2. **Board Meetings.** Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

(a) **Conduct.**

(1) All Board meetings shall be governed by the following rules of conduct and order:

- (A) The President of the Association, or designee, shall chair all Board meetings.
- (B) All persons who attend a meeting of the Board shall be required to sign in, listing their name and property address.
- (C) All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.
- (D) Anyone desiring to speak shall first be recognized by the Chair.
- (E) Only one person may speak at a time.
- (F) Each person speaking shall first state his or her name.
- (G) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them.
- (H) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (I) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
- (J) Each person shall be given up to a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair but shall be uniform for all persons addressing the meeting.
- (K) No meeting of the Board may be audio, video or otherwise recorded except by the Board, upon a formal vote of the Board, in order to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association.
- (L) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

(b) **Owner Input.** After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the Directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

- (1) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

- (2) Following Owner input, the Chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.
- (c) **Board Action without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting pursuant to Section 6.4 of the Bylaws. Any action so approved shall have the same effect as though taken at a meeting of the directors. If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.
- (d) **Executive Sessions.** The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
- (1) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
  - (2) 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;
  - (3) Investigative proceedings concerning possible or actual criminal misconduct;
  - (4) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a unit owner and any referral of delinquency;
  - (5) Review of or discussion relating to any written or oral communication from legal counsel; and
  - (6) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.

Prior to holding a closed-door session, the President of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.

No rule or regulation shall be adopted during a closed session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's policy regarding inspection of records.

3. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
5. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
6. Amendment. This Policy may be amended at any time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

**SAVANNAH MASTER ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

Benjamin Flair  
President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

**SUBJECT:** Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

**PURPOSE:** To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 8-10-2022

**RESOLUTION:** The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics:

1. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.

2. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to, the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.

3. Definition.

(a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, 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.

(b) "Director" means a member of the Association's Board of Directors.

(c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

4. Loans. No loans shall be made by 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 the loan until it is repaid.

5. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may participate in the discussion but shall not vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record of who voted for and against.

6. Enforceability of Conflicting Interest Transaction. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

- (a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;
- (b) The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or
- (c) The conflicting interest transaction is fair to the Association.

7. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

- (a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
- (b) No contributions will be made to any political parties or political candidates by the Association.
- (c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- (d) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
- (e) No Director shall receive any compensation from the Association for acting as a volunteer.
- (f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.
- (g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

(i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

(j) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(k) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

8. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

9. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

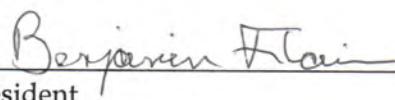
10. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

11. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

SAVANNAH MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

  
\_\_\_\_\_  
President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE  
ENFORCEMENT**

**SUBJECT:** Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

**PURPOSE:** To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

**EFFECTIVE DATE:** August 9, 2022

**RESOLUTION:** The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.
2. Complaints. Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by

this provision may not be investigated or prosecuted at the discretion of the Association.

3. **Investigation**. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.
4. **Violation Which Threatens Public Safety or Health**. With respect to any violation of the Declaration, Bylaws, Covenants, or other Governing Documents of an Association that the Board of Directors reasonably determines threatens the public safety or health, the Association shall provide the Unit Owner an initial letter (see Paragraph 7 below) of the violation informing the Unit Owner that the Unit Owner has seventy-two (72) hours to cure the violation or the Association may fine the Unit Owner.
  - a. If, after an inspection of the Unit, the Association determines that the Unit Owner has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose fines on the Unit Owner every other day, not to exceed five hundred dollars (\$500.00), and may take legal action against the Unit Owner for the violation.
  - b. **Violation Cured by Unit Owner**. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I).
    - i. That the Unit Owner will not be further fined with regard to the violation; and
    - ii. Of any outstanding fine balance that the Unit Owner still owes the Association.
5. **Violation Which Does Not Threaten Public Safety or Health**. If an Association reasonably determines that there is a violation of the Declaration, Bylaws, Covenants, or other Governing Documents of

the Association that does not threaten public safety or health, the Association shall provide a warning letter (see Paragraph 6) regarding the violation to the Owner and providing up to 10 days to cure the violation. Upon expiration of the initial 10-day period, if the violation continues to exist, the Association shall provide an initial letter (see Paragraph 7 below) regarding the violation and informing the Unit Owner that the Unit Owner has thirty (30) days to cure the violation. Upon expiration of the initial thirty (30) days, the Association, after conducting an inspection and determining that the Unit Owner has not cured the violation, may fine the Unit Owner.

- a. Process to Cure Violation. If a Unit Owner cures the violation within the period to cure afforded the Unit Owner, the Unit Owner may notify the Association of the cure and, if the Unit Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the Unit Owner sends the notice. If the Unit Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.
- b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for:
  - i. That the Unit Owner will not be further fined with regard to the violation; and
  - ii. Of any outstanding fine balance that the Unit Owner still owes the Association.
- c. Failure to Cure Violation by Unit Owner. If the Association does not receive notice from the Unit Owner that the violation has been cured, the Association shall inspect the unit within seven (7) days after the expiration of the thirty (30) day cure period to determine if the violation has been cured. If, after the inspection, the Association determines that the violation has not been cured, the Association may

- impose a fine pursuant to Paragraph 9 below. A second letter pursuant to Paragraph 8 shall provide an additional thirty (30) day period to cure.
- d. The Association may take legal action pursuant to this section if the two (2) thirty (30) day periods described above have elapsed and the violation remains uncured.
6. Warning Letter. If a violation that does not threaten public health or safety is found to exist, a warning letter shall be sent to the Unit Owner. The letter shall be sent first-class mail. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence.
7. Initial Letter for a Violation. If the violation has not been cured following the warning letter, an initial letter shall be sent to the Unit Owner. The letter must be sent via certified mail, return receipt requested if not a public safety or health threat. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence. The letter shall provide a Fine Notice as set forth in Paragraph 9.
8. Second Letter for a Violation. If the alleged violation is not resolved within thirty (30) days of the initial letter, this will be considered a second violation for which a fine or legal action may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the Unit Owner, and shall include a Fine Notice as set forth in Paragraph 9.
9. Fine Notice. The letter(s) shall further state that the Unit Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within thirty (30) days of the date on the letter pursuant to Paragraphs 7 or 8. On a violation that is a Safety/Health violation since the letter only provides seventy-two (72) hours to cure, any request for a hearing will be after that period runs but the hearing has to be prior to any fines being applied.

10. Notice of Hearing. If a hearing is requested by the Unit Owner, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.
11. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker." An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.
12. Hearing. At the beginning of each hearing, the presiding officer shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Neither the Complainant nor the Unit Owner or alleged Violator are required to attend the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e). The Impartial Decision Maker shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable.
13. Failure to Timely Request Hearing. If the Unit Owner fails to request a hearing pursuant to Paragraph 9, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to

exist, the Unit Owner may be assessed a fine pursuant to these policies and procedures.

14. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the Unit Owner within 30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.
15. Fine Schedule for Violations that Do Threaten Public Safety and Health. The following fine schedule has been adopted for all covenant violations that do threaten Public Safety and Health:

First Notice

Initial Letter (¶7)

After a Unit Owner has failed to cure a violation which threatens public safety and health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Unit Owner fifty dollars (\$50.00) every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Unit Owner that failure to cure may result in a fine every other day and only one hearing shall be held.

16. Fine Schedule for Violations that do not Threaten Public Safety and Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety and health. The total amount of fines imposed per violation may not exceed \$500.00.

First notice of violation  
Up to 10 days to comply.

Warning Letter (¶6)  
No fine

Second notice of violation  
(of same covenant or rule)  
30 days to comply.

Initial Letter (¶7)  
\$200.00

Third notice of violation  
(of same covenant or rule)  
Additional 30 days to comply.

Second Letter (¶8)  
\$300.00

The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two (2) thirty (30) day periods described above have expired.

17. **Waiver of Fines.** The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violation being resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.
18. **Other Enforcement Means.** This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.
19. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
20. **Supplement to Law.** The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
21. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 8-10-2022 and in witness thereof, the undersigned has subscribed their name.

**SAVANNAH MASTER ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By: *Beyonni Flair*  
Its: President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING POLICY AND PROCEDURE FOR INSPECTION AND COPYING OF  
ASSOCIATION RECORDS**

**SUBJECT:** Adoption of a procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

**PURPOSE:** To adopt a policy regarding an Owner's right to inspect and copy Association records. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 8-10-2022

**RESOLUTION:** The Association hereby adopts the following Policy which shall supersede and replace any prior policies related to the subject matter contained herein:

1. **Records for Inspection.** The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:

(a) Records of receipts and expenditures affecting the operation and administration of the Association;

(b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;

(c) Minutes of all meetings of Owners;

(d) Minutes of all meetings of Board members (except records of executive sessions of the Board);

(e) Records of actions taken by the Owners without a meeting;

(f) Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken;

(g) Records of actions taken by any committee of the Board without a meeting;

(h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes each Owner is entitled to cast;

- (i) The Association's governing documents, which are comprised of:
  - (1) The declaration;
  - (2) The bylaws;
  - (3) The articles of incorporation;
  - (4) Any rules and regulations and/or design guidelines; and
  - (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for the prior fiscal year;
- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by property type, of the Association's current assessments, including both regular and special assessments;
- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;
- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;
- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (v) Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (w) Resolutions adopted by the Board;

- (x) All written communications sent to all Owners generally within the past three years;
  - (y) A record showing the date on which the Association's fiscal year begins;
  - (z) A list of the current amounts of all unique and extraordinary fees, assessments and expenses that are chargeable by the Association in connection with the purchase or sale of a Unit and are not paid for through assessments, including transfer fees, record change fees, and the charge for a status letter or statement of assessments due;
  - (aa) All documents included in the Association's annual disclosures made pursuant to Section 209.4 of the Colorado Common Interest Ownership Act; and
  - (bb) Those records specifically defined in the Association's Bylaws or Declaration.
2. Exclusions. The Association *may* withhold from inspection and copying certain records as provided by Colorado law, and which shall be deemed to not be records of the Association, which shall include, but are not limited to:
- (a) Architectural drawings, plans and designs, unless released upon the written consent of the owner of such drawings, plans or designs;
  - (b) Contracts, leases, bids or records related to transactions currently under negotiation;
  - (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
  - (d) Records of executive sessions of the Board;
  - (e) Individual property files other than those of the requesting Owners.

The Association *shall*, as required by law, withhold from inspection and copying the following records as provided by Colorado law:

- (f) Personnel, salary or medical records relating to individuals;
- (g) Personal identification and account information of Owners, including bank account information, driver's license numbers, social security numbers, email addresses and telephone numbers. Notwithstanding the above, if an Owner or resident has provided the Association with his or her express written consent to disclose his or her email address or phone number, the Association may publish that information to other Owners or residents. If the Owner or resident revokes his or her consent in writing, the Association shall cease making available for inspection the Owner's or residents' email address or phone number after the receipt of such revocation, but the Association need not change, retrieve or destroy any document or record published by the Association prior to the Association's receipt of such revocation.

3. **Inspection/Copying Association Records.** An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:
  - (a) Making the requested records available for inspection and copying by the Owner within 10 days of the Association's receipt of such written request; or
  - (b) Making the requested records available for inspection and copying by the Owner during the next regularly scheduled Board meeting occurring within 30 days of the Owner's request; or
  - (c) E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.
4. **Use of Records.** Association records and the information contained within the records shall not be used for commercial purposes. Furthermore, while Owners are not required to state a purpose for any request to inspect the records of the Association, the membership list may not be used for any of the following without the consent of the Board:
  - (a) To solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association;
  - (b) For any commercial purpose; or
  - (c) Sold to or purchased by any person.
5. **Fees/Costs.** Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association for the production and reproduction of the records, including the cost of copying, mailing, and any necessary special processing. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.
6. **Inspection.** The Association reserves the right to have a third-party present to observe during any inspection of record by an Owner or the Owner's representative.
7. **Original.** No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
8. **Creation of Records.** Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.

9. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the laws of the State of Colorado governing the Community.
11. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

**SAVANNAH MASTER ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

  
President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING INVESTMENT OF RESERVES POLICY**

**SUBJECT:** Adoption of an Investment Policy for reserves of the Association.

**PURPOSES:** To adopt a policy for the investment of reserve funds.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE  
DATE:** 8-10-2022

**RESOLUTION:** The Association hereby adopts a Policy as follows:

1. Scope. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of units within the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.

2. Purpose of the Reserve Fund. The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives.

3. Investment of Reserves. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:

- (a) Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.
- (b) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
- (c) Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.
- (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
- (e) Return. Funds should be invested to seek a reasonable rate of return.

4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.

5. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach.

6. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.
7. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.
8. Standard of Care. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the laws of the State of Colorado governing the community.
11. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

**SAVANNAH MASTER ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

Beverly Flanigan  
President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING RESERVE STUDY POLICY**

**SUBJECT:** Adoption of a policy related to when the Association will have a reserve study prepared, whether there is a funding plan for the work recommended by the reserve study, and whether the reserve study will be based on a physical analysis and a financial analysis.

**PURPOSES:** To provide for the creation and review of a reserve study and for the funding of the work recommended by the reserve study.

**AUTHORITY:** The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 8-10-2022

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. **Baseline Reserve Study.** The Association will periodically conduct a baseline reserve study, which will include both a physical analysis and a financial analysis as follows:

A. The physical analysis shall include:

- (1) A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.
- (2) A condition assessment of each component on the component inventory by on-site inspection.
- (3) Estimates of the remaining useful life and replacement costs of each component.

B. The financial analysis shall include:

- (1) An analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association per the reserve study.
- (2) A future funding plan to meet the requirements of the reserve study.

2. **Update of the Reserve Study.**

A. The Association's Board of Directors shall review the reserve study, including both the physical and financial analysis periodically, but no less frequently than every three years, to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. The Board of Directors may, but is not required to, engage the services of a reserve study specialist to prepare or review the reserve study. In the event the Board of

Directors elects to engage the services of a reserve study specialist, the costs for such reserve study services may be paid out of the Association's reserve fund.

In determining how often an update to the reserve study is needed, the Board shall consider the following:

- (1) Whether the Association added or replaced any significant common elements.
- (2) Whether the common elements sustained extreme wear and tear from harsh weather or lack of maintenance.
- (3) Whether local inflation for materials and labor has substantially increased.
- (4) Whether the Association has deferred any replacements or moved up replacements from the scheduled dates of replacement.
- (5) Whether reserve income and expenses have occurred as planned.
- (6) Whether there have been any new technological changes or improved product development that might result in a component change.

B. In determining whether a site visit is required in any given year in order to update the reserve study, the Board shall take into consideration the following:

- (1) Any special or extraordinary issues facing the community (such as an increase in roof leaks or other maintenance issues).
- (2) Increased deterioration in any components beyond normal wear and tear.
- (3) Economic changes that affect the replacement cost of any component.
- (4) Whether routine maintenance of the components has been maintained.

3. Funding of the Reserve Study. The financial requirements set forth in the Reserve Study will be funded through regular assessments levied by the Association. The reserve fund shall be funded at a level such that the reserve fund shall at all times maintain a positive balance.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

**SAVANNAH MASTER ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

Benjamin Flain  
President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
FOR DISPLAY OF FLAGS AND SIGNS IN THE COMMUNITY**

**SUBJECT:** Adoption of a policy governing display of flags and signs.

**PURPOSE:** To adopt a policy regulating display of flags and signs in the community.

**AUTHORITY:** The Declaration, Bylaws, Articles of Incorporation, and Colorado law.

**EFFECTIVE DATE:** 8-10-2022

**RESOLUTION:** The Board of Directors, on behalf of the Association, hereby adopts the following Policy which shall supersede and replace any prior policies, rules, or regulations related to the subject matter contained herein:

**A. Definitions.**

- i. Sign - A display, such as a lettered board, for public view.
- ii. Flag - A piece of cloth or similar material, typically rectangular, oblong, or square, attachable by one edge to a pole or rope, with a distinctive design.
- iii. Commercial - pertaining to the exchange or buying and selling of commodities and/or intending to make a profit.

**B. Size, Location and Number.**

- i. Signs may not exceed 5 square feet.
- ii. Flags may not exceed 15 square feet.
- iii. No more than a total of 3 displays (whether Signs, Flags, or a combination of each) may be displayed on a Lot, including, but not limited to, those in windows and on balconies, patios, or decks.

- iv. All Signs shall be professionally manufactured and lettered. No handwritten Signs shall be allowed. Signs may not be LED, backlit, or otherwise illuminated.
- v. All Signs and Flags must be maintained in good condition, free from fading, fraying, and may not be torn or ripped.
- vi. Signs and Flags may be displayed within the boundaries of an Owner's Lot or in a window of a residence. Flags may also be displayed on a balcony adjoining the residence (even if extending off the Lot).
- vii. Flags may be displayed on flagpoles as follows:
  - a. Flagpoles shall be allowed but must be installed in accordance with any Association rules or design guidelines.
  - b. Flagpoles may not be placed on, or attached to, Common Elements.
  - c. Flagpoles may not be installed without prior written approval from the Association.
- viii. The Board, on behalf of the community, may post informational, warning, regulatory, and/or safety Signs in Common Elements.
- ix. No Signs or Flags bearing Commercial messages may be displayed in the community. "For Sale" and "For Rent" Signs pertaining to the sale or rental of the Lot/Unit, security Signs, and garage sale Signs shall not be deemed to be Commercial messages for purposes of this Policy.

C. General.

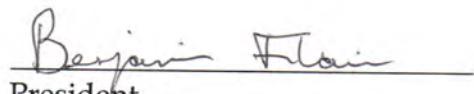
- i. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- ii. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Association.

- iii. Deviations. The Board may deviate from the policy and procedure set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
- iv. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies that the foregoing Policy was adopted by the Board of Directors on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

**SAVANNAH MASTER  
ASSOCIATION, INC.,  
a Colorado nonprofit corporation**

  
President

**RESOLUTION  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING VIRTUAL MEETING POLICY**

**SUBJECT:** Adoption of policy and procedures for conducting virtual Owner and Board meetings.

**PURPOSE:** To facilitate the efficient operation of virtual Owner and Board meetings.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE DATE:** 8-10-2022

**RESOLUTION:** The Association hereby adopts the following policy regarding the conduct of virtual Owner and Board meetings:

WHEREAS, the Colorado Revised Nonprofit Corporations Act provides authority to hold Owner and Board meetings virtually through the use of "any means of communication" by which all persons participating in the meeting can hear each other during the meeting;

WHEREAS, the Association's governing documents do not prohibit virtual meetings;

WHEREAS, the Board of Directors believes it is in the best interests of the Association to implement policies and procedures to allow the Association to conduct both Board and Owner meetings virtually, given the current health risks associated with COVID-19;

WHEREAS, the Board of Directors also believes that other circumstances may arise in the future also making it in the best interests of the Association to hold virtual Board and Owner meetings;

THEREFORE, the Board of Directors hereby adopts the following policy concerning virtual meetings:

1. Generally. To the extent applicable and reasonably possible, all virtual meetings shall be subject to and comply with the terms of the Association's Conduct of Meetings Policy.

2. Owner Meetings.

(a) **Notice**

(1) In addition to any notice required in the Bylaws, Declaration, Conduct of Meetings Policy, or Colorado law, notice for a virtual Owner meeting shall include the following information:

a. Sign-in/login information and instructions for attending the meeting;

- b. Physical location of the meeting host;
- c. Whether Owners may attend the meeting at the physical location or whether they can only attend electronically; and
- d. Instructions for submitting proxies.

(b) **Proxies**

- (1) Proxies for virtual Owner meetings must be delivered to the Association by one of the below methods:
  - a. Scanned and emailed to the Community Manager prior to the start of the meeting;
  - b. Personally delivered to the Community Manager prior to the start of the meeting;
  - b. Mailed to the Community Manager via U.S. Mail and received by the Community Manager prior to the start of the meeting; or
  - c. Any other method deemed appropriate by the Board of Directors and in compliance with Colorado law.
- (2) Proxies which are not received by the Community Manager, will not be counted.

(c) **Sign-in**

- (1) Because there is no physical sign-in sheet at a virtual meeting, sign-in will occur in one of the following methods:
  - a. Taking attendance by vocal roll call;
  - b. Electronic sign-in (instructions for which, if available, will be included in the meeting notice); or
  - c. Any other method deemed appropriate by the Board of Directors.

(d) **Voting**

- (1) Any vote that does not require a secret ballot shall be taken by a show of hands, vocal roll call, or other reasonable means determined at the meeting.

(2) Any vote that requires a secret ballot, such as contested Director elections, may be taken by a mail vote, in accordance with the Colorado Revised Nonprofit Corporations Act and the Associations Bylaws and Declaration, after conclusion of the meeting as a separate action outside a meeting. In such event, voting documents shall be sent out to the membership within 15 days of the conclusion of the virtual meeting. In the event the virtual meeting platform has the ability to allow for secret ballot voting, such platform may be used at the meeting in lieu of a mail vote.

(3) In the event the virtual meeting platform has the ability to allow Owners to vote (whether secretly or not), voting will be conducted in such manner and instructions will be provided at the virtual meeting, in the meeting notice, or both.

**(e) Conduct**

(1) Everyone in attendance at a virtual Owner meeting must comply with the Conduct of Meetings Policy;

(2) Any attendee who fails to comply with the Conduct of Meetings Policy, is disruptive, or otherwise interferes with the meeting, may be muted for the remainder of the meeting.

**3. Board Meetings.**

**(a) Notice**

(1) Notice shall be provided to each Board member for any virtual Board meeting and shall include the sign-in/login information and instructions for attending the meeting;

(2) Any Owner wishing to attend a virtual Board meeting can obtain the meeting sign-in/login and agenda information from the Association's website or Community Manager.

(3) Notice of virtual Board meetings will be placed on the Association's website at least 48 hours before the meeting.

**(b) Owners in Attendance**

(1) Owners who attend virtual Board meetings shall be afforded an opportunity to speak prior to a Board vote and in accordance with the Association's Conduct of Meetings Policy.

(2) Any Owner speaking out of turn or otherwise disrupting the meeting may be muted for the remainder of the meeting.

(3) In the event the Board goes into executive session, Owners will be asked to disconnect from the meeting, or wait in the virtual lobby if available. Any

Owner who fails to do so, will be disconnected or placed in the virtual lobby by the Community Manager or other individual running the meeting.

4. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
5. **Supplement to Law.** The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
6. **Deviations.** The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
7. **Amendment.** This Policy may be amended at any time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association certifies that the foregoing Policy was adopted by the Board of Directors of the Association on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

SAVANNAH MASTER  
ASSOCIATION, INC.,  
a Colorado nonprofit corporation

Beyani Vilas  
President

**POLICY  
OF THE  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING POLICY AND PROCEDURE FOR XERISCAPING**

**SUBJECT:** Adoption of a procedure for xeriscaping within the community.

**PURPOSE:** To adopt a policy regarding an Owner's right to install xeriscaping and to conserve water. To adopt a standard procedure to be followed for xeriscaping and water conservation.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

**EFFECTIVE DATE:** 8-10-2022

**RESOLUTION:** The Association hereby adopts the following Policy which shall supplement, and supersede in the event of conflict, the Association's Design Guidelines and any other policies, rules, covenants, regulations, and guidelines addressing the subject matter herein:

1. Definitions.

(a) "Xeriscaping" 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 result in water use efficiency and water conservation practices all as more fully provided in CRS § 38-33.3-103(33) and CRS § 38-35.7-107.

(b) Concrete, asphalt, and other non-organic materials are not considered or treated as xeriscaping materials.

(c) "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. Approval. Installation of Xeriscaping or a change in the current landscaping of a Lot to Xeriscaping must be made in accordance with the

Declaration, any policies and procedures for architectural review, and the Association's current Design Guidelines concerning landscape modifications or installations. However, there shall be no *additional* requirements imposed, over and above what is imposed for other types of landscaping, because of the installation of Xeriscaping. Nothing in this Policy shall prohibit the Association from adopting and enforcing design or aesthetic guidelines or rules that require drought-tolerant vegetative landscapes or regulate the type, number and placement of drought-tolerant plantings and hardscapes that may be installed on a Lot.

3. Turf Grass and Nonvegetative Turf Grass.

(a) Colorado law prohibits associations from requiring any amount of Turf Grass and therefore the Association does not require any amount of Turf Grass to be installed on an Owner's Lot.

(b) In addition, pursuant to Colorado law, the Association shall not prohibit the installation of nonvegetative turf grass (commonly known as artificial turf) in the backyard of Lots. The installation of such nonvegetative turf grass requires prior approval from the Association and the Association may require certain colors or styles be used which will be limited to variations of natural green colors. In addition, the Association may adopt other aesthetic guidelines and rules regulating the installation of nonvegetative turf grass that may be installed in the backyard of an Owner's Lot.

4. Watering Requirements. In order to reduce the water required for the installation of new landscaping and in order to maintain the good appearance of all Lots, Owners shall adequately water all landscaping (not otherwise irrigated by the Association), in accordance with watering restrictions, if any, imposed by the water provider.

5. Water Restrictions Procedure. In the event the water provider institutes watering restrictions, so long as Owners water in accordance with said restrictions, the Association shall not enforce a rule or covenant in relation to dead or dormant Turf Grass. Upon the lifting or expiration of watering restrictions, if any, an Owner who has existing Turf Grass in his or her landscaping plan that appears to be dead shall be afforded a reasonable period of time, subject to the time of year, to reseed and revive the Turf Grass. The Association shall send written notice to the Owner specifying the amount of time the Owner has to revive the Turf Grass. Failure or inability to revive the Turf Grass within the allotted timeframe may result in the Association requiring the

Owner to replace Turf Grass (with Turf Grass or alternative landscaping or Xeriscaping approved by the Association).

6. Failure to Maintain. Excepting periods of watering restrictions, nothing in this policy shall be construed as permitting an Owner to fail to maintain his or her Lot, including landscaping (to the extent not maintained by the Association).

7. Enforcement. This Policy shall be enforced in a consistent manner throughout the community in accordance with the Association's Covenant and Rule Enforcement Policy and Procedure.

8. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

9. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.

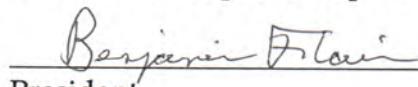
10. Deviations. The Executive Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

11. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association, certifies the foregoing Policy was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 8-10-2022 and in witness thereof, the undersigned has subscribed his/her name.

SAVANNAH MASTER  
ASSOCIATION, INC.,  
a Colorado nonprofit corporation

  
\_\_\_\_\_  
President

**RESOLUTION  
OF  
SAVANNAH MASTER ASSOCIATION, INC.  
REGARDING DOCUMENT RETENTION AND DESTRUCTION POLICY**

**SUBJECT:** Document Retention and Destruction

**PURPOSE:** To adopt a Document Retention and Destruction Policy

**EFFECTIVE  
DATE:** 8-10-2022

**RESOLUTION:**

The following resolution has been adopted by the Association pursuant to Colorado law, the Declaration of Covenants and the Bylaws of the Association at a regular meeting of the Board of Directors.

**SECTION 1  
Introduction**

**1.1 Scope**

This Document Retention and Destruction Policy applies to the Savannah Master Association, Inc. (hereinafter the "Association"), the Association Manager, and the Association's Board of Directors.

The documents maintained by the Association's legal counsel are not subject to this Document Retention and Destruction Policy.

**1.2 Purpose**

This Document Retention and Destruction Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's Documents (the "Documents"). This Document Retention and Destruction Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements and best practices.

**1.3 Policy**

- A. It is the Association's policy to maintain complete and accurate Documents. Documents are to be retained for the period of their immediate use unless longer retention is required for historical reference,

contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy.

- B. Documents that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner.
- C. The Association Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.

#### 1.4 Compliance

This Document Retention and Destruction Policy is not intended to be all inclusive, and accordingly must be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.

#### 1.5 Board Members

The Association does not require Board Members to maintain any Documents. Board Members in their discretion may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board Members receive Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board Members shall send the originals of such Documents to the Association Manager to be maintained in the Official Files. Documents created by Board members for their own use as a member of the Board of Directors, including but not limited to notes, drafts, emails, summaries, etc. are not Documents of the Association and should be destroyed by the Board Member once an Association Document is produced or within six months of creation, whichever is sooner, unless otherwise provided herein. E-mail discussions among Board members shall be copied to and saved by the Association's manager pursuant to this policy. No Board Member shall disclose or provide any Document to any owner outside of the Board of Directors. Directors shall direct Owners to make a formal request to the Association pursuant to its Inspection of Records Policy.

#### 1.6 Annual Purge of Files

The Association Manager shall conduct an annual purge of files. The annual purge of files shall be completed within the first quarter of each calendar year.

### **1.7    Destruction Procedure**

All Documents to be purged or destroyed pursuant to this Document Retention and Destruction Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.

### **1.8    Certification**

Following the annual purge of files, the Association Manager shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines. Each Board Member shall complete a Certification Letter annually stating that all documents created by him/her have been destroyed pursuant to Paragraph 1.5.

### **1.9    Miscellaneous**

There may be an immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.

### **1.10    Onset of Litigation**

At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved notwithstanding anything in this Policy to the contrary.

Therefore, at the direction of legal counsel the Association Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the "hold" period will cease and the time periods provided in the Document Retention and Destruction Guidelines will recommence.

## **SECTION 2**

### **Definitions**

#### **2.1    Current**

Current means the calendar year in which the Document was created, obtained or received.

## **2.2    Document**

Document means any documentary material that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM. The Documents, as defined in this policy, may encompass more records than those which are available for inspection by Owners pursuant to the Association's Inspection of Records Policy. Not all Documents may be records of the Association as that term is defined in the Inspection of Records Policy and Colorado law, and therefore may not be subject to inspection by Owners.

## **2.3    Association Manager**

Association Manager means the Manager of the Association, currently Foster Management.

## **2.4    Official Files**

"Official Files" means the files maintained by the Association Manager.

Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.

## **2.5    Permanent**

Permanent means that the retention period for that Document is permanent.

## **2.6    Termination**

"Life + 4 years" means four years beyond the termination of the relationship, contract or coverage.

## **SECTION 3 Document Retention and Destruction Guidelines**

The Association's Documents are grouped into five functional categories as set forth below. Although every conceivable Document is not listed, the following list should indicate to which subcategory a particular Document relates.

<u>1. Accounting Records</u>	<u>Retention Period</u>
Accounts Payable	7 years
Account Receivable	7 years
Audit Reports	Permanent
Chart of Accounts	Permanent
Depreciation Schedules	Permanent
Expense Records	7 years
Financial Statements (Annual)	Permanent
Fixed Asset Purchases	Permanent
General Ledger	Permanent
Inventory Records	7 years
Loan Payment Schedule	7 years
Federal and State Tax Returns	Permanent
<u>2. Bank/Financial Records</u>	<u>Retention Period</u>
Bank Reconciliation	2 years
Bank Statements	7 years
Deposit Tickets	6 years
Cancelled Checks	7 years
Cash Receipts and Cash Disbursement Journals	7 years
Owner Ledgers	While owner owns a home in the community + 7 years
Electronic Payment Records	7 years

Audit Reports	Permanent
Personal Property Tax Returns	Permanent
Budgets	1 year
Reserve Study	Retain current plan at all times
<b>3. <u>Corporate Records</u></b>	<b><u>Retention Period</u></b>
Board Minutes	Permanent
Committee ARC applications and Minutes	Permanent
Member Meeting Minutes	Permanent
Bylaws, Articles and CC& R's	Permanent
Rules and Regulations	Permanent
Policies and Guidelines	Permanent
Record of actions of the Board of Directors or Members without a Meeting (for example, records of decisions made by the Board via e-mail)	Permanent
E-mail communications among Board members directly related to and resulting in a decision made by the Board outside of a meeting.	1 year
General e-mail discussions among the Board which do not result in any decision being made outside of a meeting	6 months
Record of Waivers of Notices of Meetings of Members, Board of Directors or Committees	Permanent
Board Resolutions	Permanent

Business Licenses	Permanent
Contracts	Life +7 years or warranty period if longer
Correspondence from Legal Counsel	Permanent
Insurance Policies	Life + 4 years
Leases/Mortgages	Permanent
Patents/Trademarks	Permanent
Bids, Proposals	Permanent
Homeowner Records	Permanent
Vendor Invoices	7 years
Written Correspondence between Association and Vendors	7 years
Photographs	7 years
Periodic Reports Filed with the Secretary of State	1 year
Videotapes and Audiotapes of Board Meetings	Until minutes approved
Proxies and Ballots (generally) (unless otherwise provided herein)	One year after the election, action, or vote to which they relate
Proxies and Ballots for Document Amendments	Permanently
Deeds, Easements and Other Real Property Records	Permanently
4. <b><u>Employee Records, if any</u></b>	<b><u>Retention Period</u></b>
Benefits Plans	Permanent

	Personnel Files	7 years
	Employment Applications	3 years
	Employment Taxes	7 years
	Payroll Records	7 years
	Pension/Profit Sharing Plans	Permanent
5.	<b><u>Real Estate Records</u></b>	<b><u>Retention Period</u></b>
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Lease Payment Records	Life + 4 years
	Real Estate Purchases	Permanent
6.	<b><u>Owner Communications</u></b>	<b><u>Retention Period</u></b>
	Written Communications to all Owners generally (including meeting or other notices sent via e-mail, facsimile and regular mail)	6 years
7.	<b><u>Individual Member Files</u></b>	<b><u>Retention Period</u></b>
	Correspondence to Members individually (not including enforcement letters)	as long as Member owns +4 years
	Enforcement Letters (including covenant violation letters and violation letters and delinquency letters)	As long as Member owns +4 years
	Owner Complaints (written)	As long as Member owns +4 years

Architectural requests and any responses from the Association regarding Requests	Permanently
Any Correspondence between Association and Members not otherwise listed	As long as member owns +4 years
<b>8. <u>Miscellaneous</u></b>	<b><u>Retention Period</u></b>
Miscellaneous Documents (not otherwise listed herein)	At Board's discretion

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Association certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on October 20, 2022 and in witness thereof, the undersigned has subscribed his name.

SAVANNAH MASTER ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By: Benjamin Flavin  
Its: President

# SAVANNAH MASTER ASSOCIATION, INC.

## DESIGN GUIDELINES

As Adopted Effective April 17, 2024

### Table of Contents

I.	INTRODUCTION .....	2
A.	Definitions .....	2
B.	Design Guidelines for the Architectural Control Committee.....	2
C.	Content of Design Guidelines .....	3
D.	Effect of the Declaration .....	3
E.	Effect of Governmental and Other Regulations .....	3
F.	Interference with Utilities.....	3
G.	Goal of Design Guidelines .....	3
H.	Interpretation of the Design Guidelines .....	3
I.	Enforcement of Declaration and Design Guidelines.....	3
J.	Advising of Neighbors .....	3
II.	SPECIFIC TYPES OF IMPROVEMENTS – DESIGN GUIDELINES .....	4
A.	General .....	4
B.	List of Specific Proposed Improvements .....	4
III.	PROCEDURES FOR COMMITTEE APPROVAL.....	12
A.	General .....	12
B.	Drawings or Plans .....	12
C.	Submission of Drawings and Plans .....	13
D.	Review Fee.....	13
E.	Action by the Committee .....	13
F.	Performance of Work .....	13
G.	Complaints.....	13
H.	Declaration Prevails .....	13
IV.	AMENDMENT.....	13
	XERISCAPE GUIDELINES.....	14
FIGURE 1.....		16
FIGURE 2.....		17

## I. INTRODUCTION

**A. DEFINITIONS** – The following words, when used in these Guidelines, shall have the meaning hereinafter specified:

1. “Association” means the Savannah Master Association, Inc., a unit owner’s association organized under section 38-33.3-201 of the Colorado Common Interest Ownership Act.
2. “Board” means the Board of Directors of the Association.
3. “Committee” or “Architectural Control Committee” means the committee appointed by the Association to review and approve or disapprove requests for architectural approval, as more fully provided in the Declaration.
4. “Common Elements” means any real estate owned or leased by the Association other than a Home.
5. “Community” means the real estate described on Exhibit A attached to the Declaration, as supplemented, and amended from time to time, with respect to which a person, by virtue of such person’s ownership of a Lot, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in this Declaration.
6. “Declaration” means the Savannah Declaration of Covenants, Conditions and Restrictions and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.
7. “Design Guidelines” means these Design Guidelines, as such may be amended from time to time by the Committee with the advice of the Board.
8. “Existing Improvements” means all existing exterior improvements, structures, and any appurtenances thereto or components thereof, of every type or kind, and all existing landscaping features, including, but not limited to buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, fences, screening walls, retaining walls, basketball hoops, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating, and water softening equipment.
9. “Home” means a residence that has been built, or will be built, on property within the Community.
10. “Owner” means a person who owns a Lot but does not include a person having an interest in a Lot solely as security for an obligation.
11. “Parcel” means any separate lot, plot of land, or parcel of land, which is contained in the Community, and on which a Home is located or is planned to be constructed or located.
12. “Proposed Improvements” means any Improvement which has not yet been constructed, installed, or erected, and includes demolition or removal of any building or other structure and also includes any change of the exterior appearance of a building or other Existing Improvement.

**B. DESIGN GUIDELINES FOR THE ARCHITECTURAL CONTROL COMMITTEE** – The Declaration requires prior approval by the Committee or its designated representative before any Proposed Improvement is constructed, erected, placed, or altered. These Design Guidelines establish certain acceptable designs for different types of Proposed Improvements. These Design Guidelines apply to residential property in the Community and are meant to assist the Owners. Prior to installation or commencement of construction, all Proposed Improvements must be submitted to the Committee for review and approval.

**C. CONTENT OF DESIGN GUIDELINES** – In addition to the introductory material, these Design Guidelines contain:

1. A list of specific types of Proposed Improvements which Owners might wish to make, with specific information as to each of these types of Proposed Improvements;
2. A summary of procedures for obtaining approval from the Committee; and
3. Figures showing approved designs for fences.

**D. EFFECT OF THE DECLARATION** – Each Owner shall receive and should become familiar with the Declaration. Nothing in these Design Guidelines shall supersede or alter the provisions or requirements of the Declaration.

**E. EFFECT OF GOVERNMENTAL AND OTHER REGULATIONS** – Use of any property in the Community and any Existing Improvements must comply with applicable building codes and other governmental requirements and regulations. Approval and permits from the Town of Frederick should be obtained where required. Approval by the Committee will not constitute assurance that Existing Improvements or Proposed Improvements comply with applicable governmental requirements and regulations or that a permit or approvals are not also required from applicable governmental bodies. For information about the Town of Frederick's requirements, Owners should write or call the Town of Frederick's Building Department.

**F. INTERFERENCE WITH UTILITIES** – In making Proposed Improvements, Owners are responsible for locating all water, sewer, gas, electric, telephone, cable television, irrigation lines, and other utility lines and easements. Owners should not make any Proposed Improvements over such easements without the consent of the utility involved, and Owners will be responsible for any damage to utility lines. Underground utility lines and easements can usually be located by contacting the Utility Notification Center of Colorado at 811 or 1-800-922-1987 and online at [www.colorado811.org](http://www.colorado811.org).

**G. GOAL OF DESIGN GUIDELINES** – Compliance with these Design Guidelines and the provisions of the Declaration will help preserve the inherent architectural and aesthetic quality of the Community. It is important that the Proposed Improvements be made in harmony with, and not detrimental to, the rest of the Community. A spirit of cooperation with the Committee and neighbors will go far in creating an optimum environment which will benefit the Owners. By following these Design Guidelines and obtaining approvals for Proposed Improvements from the Committee Owners will be protecting their financial investment and will help to promote Proposed Improvements that are compatible with the other Homes and property within the Community.

**H. INTERPRETATION OF THE DESIGN GUIDELINES** – The Committee shall interpret these Design Guidelines.

**I. ENFORCEMENT OF DECLARATION AND DESIGN GUIDELINES** – The Committee shall have primary responsibility for the enforcement of the architectural requirements of the Declaration and these Design Guidelines. The Committee will investigate written complaints of Owners for violations of the architectural requirements of the Declaration or these Design Guidelines if such complaints are dated and signed by the Owner. The Committee, the Board, and employees of the Association shall use all reasonable means to maintain the anonymity of complaining Owners. The Committee shall be allowed access to the property of the Owner filing the complaint for purposes of verification of the complaint, with prior consent from the Owner. If a violation is found, the Committee shall notify the Owner whose property is in violation in writing requesting that appropriate action be taken to achieve compliance. If such Owner does not bring their property into compliance with the Declaration and Design Guidelines within the time specified by the notice, the Committee will request that the violation be referred to the Board for enforcement action, which may include the Board fining the Owner for such noncompliance.

**J. ADVISING OF NEIGHBORS** – It is suggested that Owners advise neighbors prior to submitting forms for Proposed Improvements. The Committee may request adjacent neighbor input.

## II. SPECIFIC TYPES OF IMPROVEMENTS – DESIGN GUIDELINES

### A. GENERAL

1. The following alphabetical list covers a wide variety of specific types of Proposed Improvements which Owners and builders typically consider installing. Pertinent information is given as to each. Unless otherwise specifically stated, drawings or plans for a Proposed Improvement shall be submitted to the Committee and the written approval of the Committee shall be obtained before the Proposed Improvement is made. Drawings or plans shall include dimensions, setbacks, roof slopes, types of materials, and both elevation and plan views of all proposed expansions or additions. The Committee may obtain input from the Board on any request for approval. In some cases, where specifically stated, a type of Proposed Improvement is prohibited. **Proposed Improvements which are not listed will require Committee approval.**
2. The architectural style of a proposed Home shall be consistent with the style and character of the other residences built in the same general area of the Community. The Committee in its sole discretion shall determine such consistency.

### B. LIST OF SPECIFIC PROPOSED IMPROVEMENTS

1. **ADDITIONS AND EXPANSIONS** – Committee approval is required. Additions or expansions to the Home will require submission of detailed plans and specifications, including description of materials to be used, plan and elevation drawings showing dimensions, setbacks, roof slopes, etc. Additions and expansions must be of the same architectural style and color as that of the Home. All work is subject to obtaining the required permit(s) from the Town of Frederick.
2. **ADDRESS NUMBERS** – Committee approval is required to relocate the existing address numbers to a position different from that originally installed by the builder. Any additional address numbers must have approval from the Committee. It's recommended that numbers be a contrasting color to the background color to aid emergency services in locating homes. See Painting for approved colors.
3. **ADVERTISING** – See Flags, Flagpoles, and Signs.
4. **AIR CONDITIONING EQUIPMENT** – Committee approval is required. – Swamp/Evaporation coolers are allowed only on ground level, and only if properly screened from the view of all lots in the Community. Air conditioning equipment must be ground-mounted and installed in the rear, or side yard of the house, and must be behind the wing fence. The unit must not be visible from the street right-of-way and must be screened from view. It should be installed in such a way that any noise to adjacent Homes is minimized. Installation of air conditioning equipment on the roof of the Home or in a window of the Home will not be permitted.
5. **ANIMALS** – Except as provided in Article 10, Section 10.4 of the Declaration and this paragraph, no animals, livestock, birds, poultry, reptiles, or insects of any kind shall be raised, bred, or kept boarded on any property in the Community or in any Home. Not more than three (3) dogs, cats or other household pets in the aggregate constitute a reasonable number which may be kept in any Home; but only if such household pets are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept in the Community. Dogs, cats, or other household pets owned by Owners, or their guests shall not be permitted to run at large but shall be kept under the control of such Owner by leash, cord, or chain. The Owner of any dog, cat, or other household pet shall immediately remove excrement deposited by said animal upon any property in the Community.
6. **ANTENNAS** – Pursuant to Article 10, Section 10.6.4. of the Declaration, no exterior radio antennas, television antennas or other antennas may be erected unless approved in writing by the Committee. However, the Committee will consider for approval satellite dishes that are no larger than one meter in diameter or length and flat array wireless cable TV antennas. Requests to the Committee for approval of installation of such instruments must meet the following minimum requirements:

- a. The Owner shall install the satellite dish in as inconspicuous a location as possible while still allowing for proper service and reception.
7. **ARTIFICIAL TURF** – Committee approval is required. Artificial turf is limited to use in the backyard of lots, and must be some variation of a natural green color. Neither artificial turf nor any other floor covering shall be used on the front porch or any balcony.
8. **AWNINGS** – See Overhangs.
9. **BALCONIES** – See Decks.
10. **BASKETBALL BACKBOARDS** – Committee approval is required. If garage or pole mounted, the backboard and support structure should be clear or painted the same color as the house, unless otherwise approved by the Committee. Garage mounted backboards in the front yard may not project more than two feet (2') from the front of the garage. Pole-mounted basketball backboards must have a black or galvanized removable steel pole and must be installed midway between the front of the house and the sidewalk. Rims and nets on all types of basketball units must be maintained in a neat and clean appearance. Temporary basketball backboards are also acceptable but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in streets. Temporary basketball backboards must be stored within the home or behind the fence and must not be observable from the street when not in use.
11. **BOATS** – See Motor Home Vehicles.
12. **BUG ZAPPERS** – Approved subject to compliance with Article 10, Section 10.10. of the Declaration.
13. **BUILDING HEIGHT** – Committee approval is required. Must comply with applicable building codes and zoning regulations established by the Town of Frederick.
14. **CABLE TV ANTENNAS** – See Antennas.
15. **CAMPERS** – See Motor Home Vehicles.
16. **CARPORT** – Not permitted.
17. **CIRCULAR DRIVES** – See Driveways.
18. **CLOTHESLINES AND HANGERS** – Not permitted.
19. **CLOTH OR CANVAS OVERHANGS** – See Overhangs.
20. **COLOR** – See Painting.
21. **CORNER VISIBILITY** – Compliance with the Town of Frederick's intersection sight distance criteria is required.
22. **DECKS** – Committee approval is required. Decks must be constructed of wood or other material matching the material of the Home and, if painted, must match the color scheme of the Home, unless otherwise approved by the Committee. Decks must be installed as an integral part of the Home and patio area. Construction of decks over easement areas is not permitted. Dimensions and location must be submitted on drawings. All work is subject to obtaining the required permit(s) from the Town of Frederick.
23. **DOG RUNS** – Committee approval is required. Dog runs must be constructed with fencing approved by the Committee (see Section 30 – Fences, note: chain link is not an approved fencing material). Dog runs must be

located in the rear or side yard. Wood screening or mature landscape screening is required to hide a substantial view of the dog run. Dog runs must have a double fence when next to any Association owned fence and may not use any Association owned fence as part of the dog run fence. If required by the Committee, written consent from adjacent neighbors may be required. Lot boundary fences that are to be used for part of a dog run must be six-foot (6') 1x4 dog-eared cedar.

**24. DOORS** – Committee approval is required for the addition or replacement of storm or other type doors on a home. The material shall match the existing colors of the home. Security doors or security window bars require Committee approval. The approved existing colors will be white, black and the colors of the approved home color schemes.

**25. DRAINAGE** – See Article 9, Section 9.4. of the Declaration.

**26. DRIVEWAYS** – Modifications to the original driveway and Circular drive additions require Committee approval and must be aesthetically pleasing and in conformance with the overall look of the Community. Modifications or additions to the Drive may not exceed five feet (5') in width on either side. Widening the driveway for extra parking space is not permitted. Asphalt extensions are not permitted. Parking in rear or side yards is not permitted.

**27. EVAPORATIVE COOLERS** – See Air Conditioning Equipment.

**28. EXTERIOR LIGHTING** – See Lights and Lighting.

**29. EXTERIOR MATERIALS** – The only acceptable exterior building materials are high-quality hardboard siding, brick, stone, or other harmonious materials utilized for accent or Home details as approved by the Committee.

## **30. FENCES**

a. **General** – Fences, walls, brick columns, entrance monuments (individually and collectively “Fences”) constructed by developer, builder, and/or the Community along or abutting parcel lines, arterial streets, collector streets or local streets may not be removed, replaced, stained, or painted a different color or altered in any way (including adding a gate) without approval of the Committee. If any such Fences constructed by developer, builder, or the Community which are located upon an Owner’s Parcel are damaged or destroyed by Owner or Owner’s agents, guests or tenants, the Owner shall repair and recondition the same at the Owners expense.

b. **Drainage** – It is important to remember that certain drainage patterns may exist along or under proposed Fence locations. When constructing a Fence, be sure to provide for a space between the bottom of the Fence and the ground & elevation so as not to block these drainage patterns.

c. **Design** – Fences may not be constructed without Committee approval. The recommended construction shall be in accordance with the specifications shown on Figure I attached to these Design Guidelines and compatible with neighbor’s existing Fences. Parcel boundary Fences may be solid wood either five feet (5') or six feet (6') high cedar material shown on Figure 1. Transitions between solid wood fences of different heights must be built as shown in Figure 1. As to parcels with a slope rising away from the home, the Committee will consider approval of the five-foot (Y) fence at the top of the slope rather than on the Parcel line at the top of the slope. In this case, a landscaping and maintenance plan for the slope area may be required by the Committee. All of the above-mentioned Fences must be constructed of rough-sawn cedar material. All Fences must adhere to any sight triangle regulations of the Town of Frederick.

i. **Fences or Screening Located Within Parcel Line** – Must be an integral part of the landscape design.

- ii. Double Fences – Not permitted, except see Dog Run. Double Fences are not the same as double facing. Check with the Committee.
- iii. Solid Fences – Must be constructed with the 2x4 framing and 4x4 posts on the constructing Owner's Parcel (i.e., the smooth side of the wood slats on the front elevation of the Fence in Figure 1 must face away from the Owner's Home). Alternating panels (smooth side in, then smooth side out) of no more than eight feet (8') in width are allowed only between adjacent Parcels. Side yard Fences (i.e., a solid wood fence) may not extend past the front corner of the Home.
- iv. Staining – Fencing shall be stained with a minimum recommended 20% pigment stain, having no more than 8" exposure, and using a Clear, Natural Cedar Wood, Cedar, or Sierra Redwood color only. Any stain color not listed will require committee approval.
- v. Gates – Require committee approval. Double gates (larger than 40" wide) are not permitted. Gates should be sized for pedestrian access only.
- vi. Any fence that is constructed inside the property line is deemed to automatically grant an easement to all adjacent neighbors so that they may join the fence, and the homeowner joining to the fence agrees to maintain the easement area. If requested, the homeowner agrees to provide a document confirming the granting of such an easement.
- vii. Cluster Mailboxes – Fences bordering cluster mailboxes must allow 3½ to 4-foot clearance behind the cluster box to allow for mail delivery.
- d. No plastic or metal chicken wire, hog wire, barbed wire, chain link, or strand wire will be allowed. All property line Fence height differentials must be treated with a transition Fence similar in design to that shown on Figure I for solid wood fences.
- e. Fences shall not be constructed within right-of-way areas or side Parcel easements, and therefore, must be set back from the sidewalk the distances established in the Town of Frederick's requirements.
- f. **Maintenance Responsibility** – Deteriorated materials must be replaced by the Owner with materials identical to the original in quality, quantity, and design.

### **31. FLAGS, FLAGPOLES, AND SIGNS –**

- a. Signs may not exceed 5 square feet.
- b. Flags may not exceed 15 square feet.
- c. No more than a total of 3 displays (whether Signs, Flags, or a combination of each) may be displayed on a Lot, including, but not limited to, those in windows and on balconies, patios, or decks.
- d. All Signs shall be professionally manufactured and lettered. No handwritten Signs shall be allowed. Signs may not be LED, backlit, or otherwise illuminated.
- e. All Signs and Flags must be maintained in good condition, free from fading, fraying, and may not be torn or ripped.
- f. Signs and Flags may be displayed within the boundaries of an Owner's Lot or in a window of a residence. Flags may also be displayed on a balcony adjoining the residence (even if extending off the Lot).
- g. Flags may be displayed on flagpoles as follows:
  - (i) Flagpoles must be installed in the backyard. Flagpoles must be illuminated; illumination must be directly vertical. The flagpole height is limited to 20 feet. Flagpoles must be aluminum.
  - (ii) Flagpoles may not be placed on, or attached to, Common Elements.
  - (iii) Flagpoles may not be installed without prior written approval from the Association.

- h. The Board, on behalf of the community, may post informational, warning, regulatory, and/or safety Signs in Common Elements.
- i. No Signs or Flags bearing Commercial messages may be displayed in the community. "For Sale" and "For Rent" Signs pertaining to the sale or rental of the Lot/Unit, security Signs, and garage sale Signs shall not be deemed to be Commercial messages for purposes of these Guidelines.

See Display of Flags and Signs Policy for further clarification.

**32. GARBAGE CONTAINERS AND STORAGE AREAS** – See Trash Containers.

**33. GRADING AND GRADE CHANGES** – See Drainage.

**34. GREENHOUSE WINDOWS/GREENHOUSES** – Committee approval is required.

**35. HANGING OF CLOTHES** – See Clotheslines and Hangers.

**36. HOT TUBS** – Committee approval is required. Must be an integral part of the deck or patio area and of the rear yard landscaping. Must be in the rear yard.

**37. HOLIDAY DECORATIONS** – All seasonal decorations may not be installed more than forty-five (45) days prior to a holiday and must be removed within thirty (30) days following that particular holiday or celebration. Consideration of neighbors should be exercised when decorating for any occasion.

**38. HOME NUMBERS** – See Address Numbers.

**39. IRRIGATION SYSTEMS** – Underground manual or automatic irrigation systems will not require approval of the Committee. Such systems should not be installed within the first five feet of the foundation.

**40. JACUZZI** – See Hot Tubs.

**41. JUNK VEHICLES** – See Motor Home Vehicles.

**42. LANDSCAPE** – Committee approval is required.

- a. Landscaping shall follow all requirements of the Town of Frederick.
- b. Gravel rock and/or soil piles left in front or on visible side yards of Parcels, in the street, or on the driveway shall be left no longer than a period of thirty (30) days. Leaving gravel, rock and/or soil piles in the street is not suggested. Contact the Town of Frederick for more specific information.
- c. Delivery and placement of landscape materials shall not damage greenbelt or entry/median areas. Delivery trucks are not allowed to cross these areas (to avoid sprinkler and landscape damage). If this regulation is violated and damage to the Common Elements results, the Owner will be held financially responsible for repairing the damage caused by the Owner, Owner's agent, guests, or tenants.
- d. Xeriscape – See attached Xeriscape Guidelines.

**43. LIGHTS AND LIGHTING** – Committee approval is not required for exterior lighting which is in accordance with the following regulations: Exterior lights must be of the same style and character as those installed by builder on other homes or parcels and be as small in size as is reasonably practicable. Exterior lighting should be directed towards the Home and must be of low wattage to minimize glare sources to neighbors and other Owners. Any variance from these Design Guidelines or use of high wattage spotlight or floodlights requires Committee approval. See Article 10, Section 10.10. of the Declaration.

**44. LIVESTOCK** – See Animals.

**45. MICROWAVE DISHES** – See Antennas.

**46. MINING AND DRILLING** – Not permitted.

**47. MOTOR HOME VEHICLES** – Not permitted to be parked or stored on the Lots as set forth in Article 10, Section 10.8. of the Declaration.

**48. OVERHANGS – CLOTH OR CANVAS** – Committee approval is required. The color must be the same as the exterior of the Home, unless otherwise approved by the Committee. Metal or fiberglass awnings are not permitted.

**49. PAINTING –**

- a. Committee will not approve a paint request that states “same color” or “same as previous”.
- b. Committee approval is required for painting the outside of any portion of a Home on a Lot in the Community, including body, secondary body, trim, garage doors, shutters, and front doors.
- c. Approval by the Committee will require owners and/or tenants to select the colors and color combinations from Sherwin William’s collection of color schemes created for Community at the request of the Board, or colors and color combinations essentially similar to these schemes from a different paint manufacturer. The Sherwin Williams color schemes are available in store or online at:  
<https://www.sherwin-williams.com/homeowners/color/find-and-explore-colors/hoa/frederick/co/savannah-masters-association/>
- d. Before submitting the Design Review Request, a 2ft x 2ft paint swatch of each selected color must be painted on the garage door prior to Committee approval.
- e. All exterior colors must be reviewed for approval by the Committee, including repainting of Existing Improvements. The Committee will assess the overall color composition formed by the individual materials.
- f. All roof vent caps, louvers, plumbing stacks, chimney flashing, valley flashing, etc. are to be painted a color not in contrast with the color of the roofing.
- g. Whenever exterior painting is to be done, all changes must be approved by the Committee prior to commencement of such painting.
- h. It is recommended that all Homes be painted on a regular schedule to avoid chipping and peeling.
- i. Paint schemes must be different from neighboring Homes, as determined by the Committee.
- j. Garage doors are to be the same color as the siding or trim of the Home, unless otherwise requested and approved by the Committee. Outlining the garage door panels in a contrasting color or in a checkerboard design is not permitted.
- k. Most Homes have multiple tone paint schemes (e.g., siding color, trim color, and accent color for shutters and doors). New colors submitted should, but are not required to, preserve this multiple tone scheme. For example, if the trim was a different color than the doors and shutters originally, it should also be different in the submitted colors.
- l. All selections are reviewed by the Committee and, in some cases, by a professional consultant.
- m. In general, after approval, only those areas that are painted may be repainted: only those areas stained may be re-stained; unpainted surfaces and unstained areas (such as brick) shall remain unpainted and unstained.

**50. PATIO COVERS** – Committee approval is required. Plans must show the exterior elevation, designate materials and colors, and include dimensions.

**51. PATIOS – ENCLOSED** – See Additions and Expansions.

**52. PATIOS – OPEN** – Committee approval is required.

- 53. PAVING** – Committee approval is required for front yard changes, regardless of whether for walks, driveways, patio areas or other purposes.
- 54. PETS** – See Animals.
- 55. PIPES** – See Utility Equipment.
- 56. PLAY AND SPORTS EQUIPMENT** – Committee approval is required. Equipment shall be located in the rear or side yard. Size of play yards will be considered on a case-by-case basis depending on Parcel size and proximity to neighbors. The maximum height of the equipment should not exceed ten (10') feet. In some cases, written consent from adjacent neighbors may be requested. All equipment must be maintained in good condition.
- 57. POLES** – See Flagpoles, Utility Equipment, Basketball backboard, etc.
- 58. POOLS** – Committee approval is required.
- 59. RADIO ANTENNAS** – See Antennas.
- 60. RECREATIONAL VEHICLES** – Recreational vehicles are not to be driven on greenbelts or Common Elements. This includes snowmobiles, golf carts, motorcycles, mini-bikes, go-carts, mopeds and delivery trucks, but excludes lawn cutting, snow removal or maintenance equipment. Such vehicles shall not be parked so as to be visible from any of the Homes or the Street.
- 61. ROOFS** – Committee approval is required. Submit colors and type of materials to be used. Uniformity with existing Homes in the Community is required. Roofs must meet or exceed Town Ordinances. The following colors or equivalent colors in another brand will be approved for use within the Community. Other colors are subject to Committee approval.
  - a. Tamko – Rustic Cedar, Rustic Slate, Olde English Pewter, Rustic Redwood, Weathered Wood, and Rustic Black.
  - b. Timberline, GAF – Barkwood, Birchwood, Charcoal, Foxhollow Gray, Hickory, Mission Brown, Pewter Gray, Shakewood, Slate, Weathered Wood, and White.
  - c. Owens Corning – Amber, Desert Tan, Brownwood, Teak, Driftwood, Onyx Black Estate Gray, Quarry Gray, Sierra Gray, and Shasta White.
- 62. ROOFTOP EQUIPMENT** – Not permitted.
- 63. SAUNAS** – See Additions and Expansions.
- 64. SETBACKS** – The Town of Frederick's requirements must be met.
- 65. SEWAGE DISPOSAL SYSTEMS** – Not permitted.
- 66. SHEDS** – Committee approval is required. Materials shall be the same materials as on the exterior of the Home. Sheds shall be allowed only in rear yards and must be screened from view by a Fence. Sheds must be the same color as the exterior of the Home, unless otherwise approved by the Committee. Sheds shall not be more than eight feet, six inches (8'6") high at the peak, nor larger than 120 square feet. Siding, roofing, and trim materials must match those on the Home. The Committee, in reviewing the application for shed approval, shall consider parcel grading, fence locations, landscape screenings, etc. in granting any approvals for a shed.
- 67. SHUTTERS – EXTERIOR** – Committee approval is required. Exterior shutters must be the same materials and painted to match the color scheme of the exterior of the Home, unless otherwise approved by the Committee.

- 68. SIDING** – Committee approval is required. The siding must be essentially the same as the siding installed by the builder on other homes in the Community and must be painted according to standards established in these Design Guidelines. See Painting. Aluminum or steel siding will not be permitted.
- 69. SIGNS** – See Flags, Flagpoles, and Signs.
- 70. SKYLIGHTS** – Committee approval is required.
- 71. SOLAR PANELS** – Committee approval is required. Solar panels must be permanently mounted flush with the roof in a neat grid. Wiring must be flush with the roof surface, and all conduits must be painted flat black, or other approved color to match the roof. Equipment/conduits installed on the side of the home must be painted to match the home. Drawings and a professional statement of work must be submitted. All work is subject to obtaining the required permit(s) from the Town of Frederick.
- 72. SPAS** – See Hot Tubs.
- 73. SPRINKLER SYSTEMS** – See Irrigation Systems.
- 74. STATUARIES AND FOUNTAINS** – Statuaries and fountains of any kind will not be permitted in the front yard without prior approval of the Committee. The Committee will consider limited statuaries and fountains if the proposed improvement is consistent with the overall lot landscape theme, is consistent with house colors (both field and trim) and is located on porch steps or within a live foot boundary from the front of the house. The height of the statuary shall not exceed thirty-six (36") inches in height.
- 75. STORAGE SHEDS** – See Sheds.
- 76. STORM DOORS** – See Doors.
- 77. SUNSHADES** – See Overhangs.
- 78. SWAMP COOLERS** – See Air Conditioning.
- 79. SWING SETS** – See Play and Sports Equipment.
- 80. TELEVISION ANTENNAS** – See Antennas.
- 81. TEMPORARY STRUCTURES** – See Article 10, Section 10.5. of the Declaration.
- 82. TEMPORARY VEHICLES** – See Motor Home Vehicles.
- 83. TENNIS COURTS** – Committee approval is required.
- 84. TRAILERS** – See Motor Home Vehicles.
- 85. TRASH CONTAINERS** -See Article 10, Section 10.11. of the Declaration.
- 86. TREE HOUSES** – Not Permitted.
- 87. UNDERDRAINS** – Modification or impeding the flow of drainage is prohibited.
- 88. UTILITY EQUIPMENT** – Installation of utilities or utility equipment requires Committee approval unless located underground or within an enclosed structure. Pipes, wires, poles, utility meters and other utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.
- 89. VANES** – Committee approval is required.
- 90. VEHICLES** – See Motor Home Vehicles.
- 91. VENTS** – Committee approval is required.

**92. WALLS – RETAINING** – Committee approval is required. A single retaining wall shall not be more than thirty-six inches (36") in height (measured at the exposed side) without an engineering plan. Where required by the Committee, the Owner shall provide a detailed landscape plan, indicating the size and exposure of the retaining wall, at the time of plan review for approval. Owners are liable for their respective lot drainage and shall not impair adjacent lot drainage patterns. Retaining walls shall be constructed of brick, treated wood, natural stone, or similar materials, subject to approval by the Committee. Exposed concrete retaining walls are specifically forbidden.

**93. WELLS** – Not Permitted.

**94. WIND TURBINES** – Committee approval is required. Drawings and a professional statement of work must be submitted. All work is subject to obtaining the required permit(s) from the Town of Frederick.

**95. WINDOWS** – Committee approval is required for all windows not of the same make or design as originally installed by the builder. Submission of plans and specifications to the Committee shall include a description of the window frame material and color. Mill finish on aluminum windows is specifically prohibited. Replacement windows shall be substantially the same as those initially installed. As an example, if original window exterior frames, casings, etc. were white, replacement windows must also have white exterior frames, casings, etc.

**96. WOOD STORAGE** – Permitted pursuant to Article 10, Section 10.6. of the Declaration.

**97. XERISCAPE** – See Landscape, and attached Xeriscape Guidelines.

### **III. PROCEDURES FOR COMMITTEE APPROVAL**

**A. GENERAL** – In a few cases, as indicated in the listing in the proceeding Section II, a specific type of Proposed Improvement is not permitted under any circumstances. In all other cases, including Proposed Improvements not included in the listing of Section II, advance or prior written approval by the Committee is required before a Proposed Improvement is commenced. This section of the Design Guidelines explains how such approval can be obtained.

**B. DRAWINGS OR PLANS** – Article 5 of the Declaration requires an Owner to submit to the Committee, prior to commencement of work on any Proposed Improvement, descriptions, plot plans, construction plans, specifications, and samples of materials and colors, etc., as the Committee shall reasonably request, showing the nature, kind, height, width, color, materials, and location of the Proposed Improvement. In the case of major Proposed Improvements such as room additions, decks, or structural changes, detailed plans should be professionally prepared by an architect, engineer, and/or draftsman. However, simple drawings and descriptions may be sufficient for other Proposed Improvements. Whether done by the Owner or professionally, the following provisions should be followed in preparing drawings or plans:

1. The drawing or plan should be done to scale and should depict the property lines of the Parcel and the outside boundary lines of the Home as located on the Parcel. Drawings made from a Parcel survey base are preferred.
2. Existing Improvements, in addition to the Home, should be shown on the drawing or plan, and identified or labeled. Such Existing Improvements include driveways, walks, decks, trees, etc.
3. The Proposed Improvements should be shown on the plan and labeled. Either on the plan, or an attachment, there should be a brief description of the Proposed Improvement, including the materials to be used and the colors.
4. The plan or drawing and other materials should show the name of the Owner, the address of the Home, and a telephone number where the Owner can be reached.

- C. SUBMISSION OF DRAWINGS AND PLANS** – Drawings and Plans should be submitted to the Association's property management company with the Design Review Request Form.
- D. REVIEW FEE** – No fee is charged at the time for review of plans by the Committee. All costs for submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the Association in reviewing any Proposed Improvement will be assessed to the Owner requesting approval of the Proposed improvement.
- E. ACTION BY THE COMMITTEE** – The Committee will meet as required to review plans submitted for approval. The Committee may require submission of additional information or materials, and the request will be deemed denied until all required information and materials have been submitted. The Committee will act upon all requests within forty-five (45) days after receipt of Design Review Request Form or forty-five (45) days after receipt of all additional information and materials requested by the Committee, whichever is later, unless the time is extended by mutual agreement. All decisions of the Committee will be in writing.
- F. PERFORMANCE OF WORK** – After approval by the Committee, a Proposed Improvement should be accomplished as promptly as possible, in accordance with the approved plans, drawings and descriptions. The work must be completed, in any event, within twelve (12) months after approval by the Committee.
- G. COMPLAINTS** – All complaints should be submitted to the Committee, in writing, and must be dated and signed by an Owner. The Board and the Committee will take all reasonable action to preserve the anonymity of complaining Owners.
- H. DECLARATION PREVAILS** – The foregoing Design Guidelines and procedures are supplementary to all of the terms and provisions of the Declaration and shall remain in full force and effect. In the event of any actual or apparent conflict between these procedures and the Declaration, the Declaration shall prevail.

#### **IV. AMENDMENT**

These Design Guidelines may at any time, from time to time, be added to, deleted from, repeated, amended, modified, reenacted, or otherwise changed by the Committee in its discretion, with the advice of the Board.

THESE DESIGN GUIDELINES WERE ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE on the  
17<sup>th</sup> day of April 2024. As provided in the Declaration and as provided in this document, these Design Guidelines are subject to amendment by the Committee on the advice of the Board.

SAVANNAH MASTER ASSOCIATION, INC.,  
a Colorado non-profit corporation.

*Richard Maxwell* Richard Maxwell

*Ramona L. Bailey* Ramona L. Bailey

# SAVANNAH MASTER ASSOCIATION, INC.

## XERISCAPE GUIDELINES

As Adopted Effective April 17, 2024

### I. XERISCAPE

#### A. DEFINITIONS –

1. “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 result in water use efficiency and water conservation practices all as more fully provided in CRS § 38-33.3-103(33) and CRS § 38-35.7-107.
  - a. The term Xeriscape as originally conceived by Denver Water in 1981 is based on seven principles:
    - (1) Planning and Design
    - (2) Soil Improvements
    - (3) Efficient Irrigation
    - (4) Plant Zones
    - (5) Mulches
    - (6) Turf Alternatives
    - (7) Maintenance

These principles should be considered and are further explained on the Denver Water website:

<https://www.denverwater.org/residential/rebates-and-conservation-tips/remodel-your-yard/xeriscape-plans/xeriscape-principles>

2. Concrete, asphalt, and other non-organic materials are not considered or treated as Xeriscaping materials.
3. “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.
4. “Zero-scaping” / “Zeroscaping” means a type of low-water landscaping that uses predominantly rocks with very few plants or none at all. Zero-scaping is prohibited.

#### B. APPROVAL – Committee approval is required.

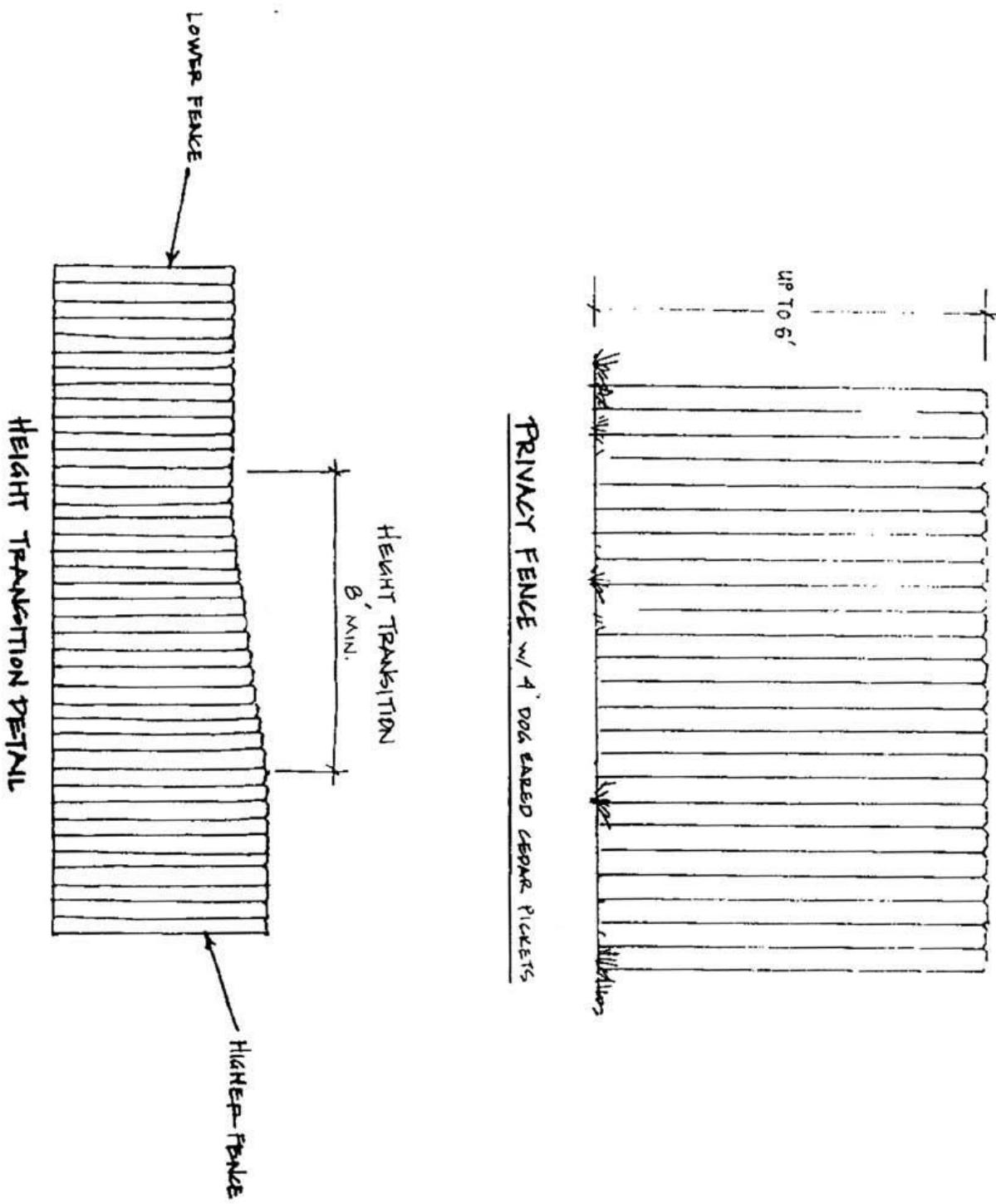
Installation of Xeriscaping or a change in the current landscaping of a Lot to Xeriscaping must be made in accordance with the Declaration, any policies and procedures for architectural review, and the Association’s current Design Guidelines concerning landscape modifications or installations. However, there shall be no additional requirements imposed, over and above what is imposed for other types of landscaping, because of the installation of Xeriscaping.

#### C. GUIDELINES –

1. Any non-turf area observable from the sidewalk in excess of 100 square feet shall meet the xeriscape requirements detailed in this section. Exceptions to the 100 square feet requirement are:
  - a. Any rock trim or mulch trim bordering the sidewalk, walkway or driveway which is eighteen inches (18") wide or less.

2. To create visual interest, the area must contain a variety of landscape materials and points of interest (rock of various sizes, mulch, plants, boulders, etc.). Large expanse (greater than 100 square feet) of a single type of ground cover (rock or mulch) and no plantings is prohibited.
3. If using hardscape such as rocks and/or masonry, natural colors that complement the color of the home are required. Colors used in hardscape shall not be of high contrast in accordance with the overall neighborhood color scheme.
4. Non-turf planted areas must be bordered to define the xeriscape area clearly from turfed areas.
5. On average, there must be one grouping for every 100 square feet (10' x 10') of xeriscape area. A group is defined as three (3) or more plants.
6. Primary plant material shall include both evergreen and deciduous perennials plants. Additional annual plantings are encouraged for added color. The landscape plan shall show the plant coverage.
7. Submitted plans shall include a listing and location of all plants, the formal names, perennial or annual, size as planted, mature size, as well as a picture of the plant. Submitted plans will also provide the description and show the location of any mulch, whether wood or rock. The rock and/or mulch size is part of the description.
8. Overall, homeowners are encouraged to use natural materials, shapes and forms that create a more natural aesthetic. Geometric forms and shapes are discouraged unless needed to fit within previously existing constraints (i.e., bordered by curbs, sidewalks, driveways and/or walkways).
9. Primary plant material at the three-year maturity time should cover a minimum of 50% of all xeriscape area.
10. Rock size one inch (1") or less shall only be used in limited quantities as a filler around closely-spaced stepping stones (e.g., flagstone or pavers) on a path. Rock material of this size should be minimized as it will migrate with the drainage from rain and snow melt. Single color crushed rock (road base) of any size or color is not permitted.
11. No plants may encroach onto or over public sidewalks or curbs.
12. No poisonous plants or plants with thorns, spines, or sharp edges can be used within six feet (6') of the public sidewalks.
13. No synthetic plants may be used in areas visible from the street. Artificial turf is limited to use in the backyard of lots, and must be some variation of a natural green color.
14. Sickly and dying plants must be removed and replaced.
15. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
16. A tremendous amount of information may be found online at the Colorado State University Extension website including design considerations and plant choices.  
<https://cmg.extension.colostate.edu/gardening-resources/online-garden-publications/water-wise-landscaping-xeriscaping/>

FIGURE 1



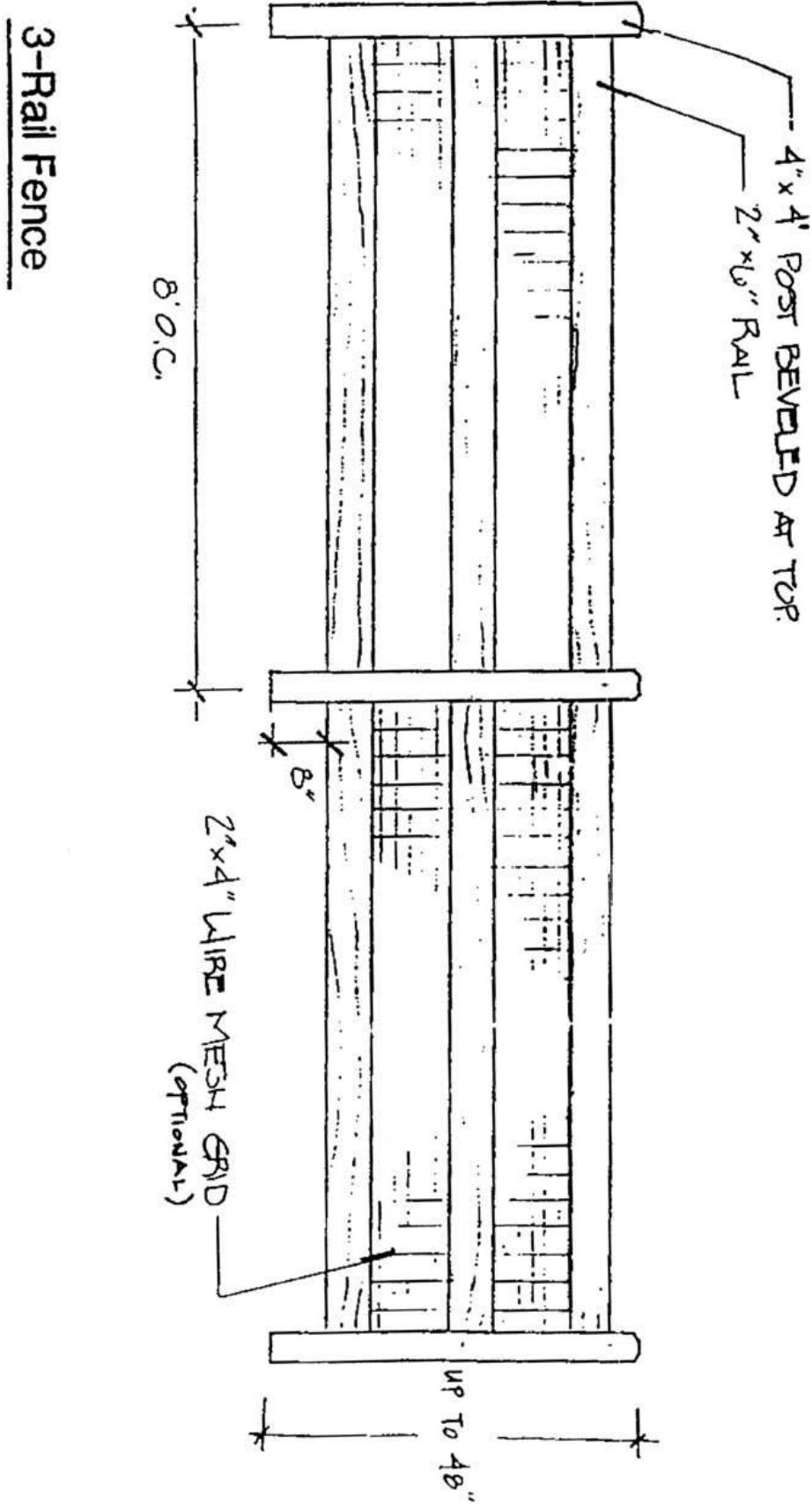


FIGURE 2

3-Rail Fence