

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
Revision	Date	Change Description
Original	June 17, 2024	As approved by LPOA Board

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EXHIBITS (Separate file attachments):

- EXHIBIT 2.1, Architectural Control Committee (ACC) Project/Variance Application Request Form
- EXHIBIT 2.2, Recreational Fires and Portable Outdoor Fireplaces
- EXHIBIT 2.4.2, Recreational Vehicles
- EXHIBIT 2.6.1, Water Augmentation Plan
- EXHIBIT 4.1, Covenant and Rules Enforcement
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- EXHIBIT 5.7, Required Insurance Coverage

1. INTRODUCTION

These Revised Policies, Procedures, Rules & Regulations (RPPRR) provide detailed information on the governance of the Langtree Property Owners Association (LPOA - "the Association") in accordance with the required federal, state, and local laws. It includes additional clarification and/or interpretation of the Associations' covenants where the Board believes it to be necessary.

Each owner or occupant of a Lot in the Subdivision shall abide by the following Association governing documents and any amendments thereto (which are collectively referred to as the "Association Documents"):

- Declaration of Protective Covenants, Revision B, dated November 21, 2023, Filed with El Paso County Reception No. 223096403,
- Association Bylaws, Revision B Dated June 17, 2024,
- Water Decree 94CW028, Dated February 10, 1995, Filed with District Court Water Division 2,
- Articles of Incorporation, Dated February 22, 1996, Filed with Secretary of State, Record No. 961024949M
- RPPRR, Initial Version, Dated June 17, 2024.

All Owners and occupants shall strictly comply with the Association Documents, which are incorporated herein by this reference. The Association's Board of Directors (the "Board") shall have the power to enforce the Association Documents and to amend the RPPRR from time to time.

The Association Documents, including the RPPRR, shall include those matters required or allowed by the Colorado Common Interest Ownership Act (CCIOA). In accordance with CCIOA and our covenants, the LPOA is considered a Limited Common Interest Community, and thereby not required to follow all the requirements outlined in the CCIOA.

2. USE OF PROPERTY

2.1. Architectural Control

- 2.1.1. Each owner shall strictly comply with the requirements for architectural approval set forth in the Association Documents. However, notwithstanding any provision of the Association Documents, the Association shall:
- 2.1.2. Allow reasonable modifications to dwellings that are necessary to afford a person with disabilities full use and enjoyment of those dwellings in accordance with the Federal "Fair Housing Act of 1968", 42 U.S.C. Sec. 3604(f)(3)(A); and
- 2.1.3. Regulate "renewable energy generation devices" (as that term is defined in C.R.S. § 38-30-168), which are permitted only on an owner's property, to the extent of reasonable restrictions upon dimensions, placement or external appearance that do not significantly increase the cost or significantly decrease the performance or efficiency of such devices, unless there are bona fide safety requirements or sound issues, within the meaning of C.R.S. § 38-30-168(2)(b) and (c).

2.1.3.1. Subject to the above limitations, the Board shall have sole and complete discretion in interpreting, enforcing and determining compliance with the architectural control provisions of the Association Documents and upholding the authority of the Architectural Control Committee "ACC" which may be the Board itself. The Board may determine in its sole discretion whether any applicant has met the procedural and other requirements of architectural review as set forth in the Design Guidelines, and this includes any "renewable energy generation devices as mentioned above.

2.1.3.2. ACC Requests

ACC requests must be submitted utilizing EXHIBIT 2.1, ACC Request Form, for any external modifications to a homeowner's lot (buildings, structures, landscaping, fire mitigation, etc.). If in doubt, the homeowner should contact the Board for clarification. If the Board determines the ACC Request deviates from the Declaration's covenants, the Board will require that a Variance Request be submitted instead of an ACC Request. It should be noted that many external modifications also required an El Paso County building permit (e.g. structure floor plans greater than 200 ft², re-roofing, stuccoing, deck installation or structural repair (railings, stairs, or support members)). While the ACC does not require a county building permit to be pulled for those modifications that would require one, it behooves the homeowner to obtain one to avoid potential future liability and/or re-sale issues. In addition to property line setback stated in the covenants, El Paso County also has property line setbacks that the ACC will require to be followed. The Board shall have the sole determination if the request does not reasonably impact the character of the community and/or spirit of the Declaration before approval. The following steps should be followed when submitting an ACC Request:

1. Before an ACC request is submitted and as a courtesy, it is recommended that the applicant discuss their proposed request with all nearby neighbors. This will help identify any concerns neighbors may have with the proposed request and help alleviate potential future issues.
2. Submit an original or scanned (no photocopies) ACC request form, along with any scanned supporting documentation to the Board and annotate on the request that it is for a standard ACC request. (Note: request documentation needs to be scanned for the request to be uploaded to the website for record keeping purposes.) Request forms will be rejected if they are not completely and correctly filled out with all the requested information identified on the ACC Request Form.
3. The Board may review the request with all owners that the Board believes could reasonably be directly impacted and/or that may have a concern with the proposed lot modification and discuss any concerns raised with the applicant.
4. All work identified in the ACC request must be completed within 180 calendar days after request approval. The applicant must notify the Board, in writing, with justification of why the completion of work will require more than 180 days.
5. The Board may take up to thirty (30) calendar days from the time of request submittal to approve or deny the request.
6. The Board will return a copy of the approved or denied request to the applicant. If denied, the request will also include the Board's rationale for denying the request.

7. Any requests for ACC review will require a refundable deposit as referenced in EXHIBIT 4.2.1, Schedule of Fines, Fees, and Deposits. Upon ACC being notified of completion of confirmation that work was completed per plans, deposit will be refunded within 30 days.

2.2. CHIMNEYS, RECREATIONAL FIRES, AND PORTABLE OUTDOOR FIREPLACES

2.2.1 Spark arresters shall be required on all chimneys.

2.2.2 For definition of allowable Recreational Fires and Portable Outdoor Fireplaces refer to EXHIBIT 2.2, Recreational Fires and Portable Outdoor Fireplaces. Open fires are prohibited.

2.3. FIRE MITIGATION

2.3.1. Fire Mitigation Measures

2.3.1.1. Fireworks of every kind are prohibited in Langtree.

2.3.1.2. Burning of trash, leaves, pine needles, weeds and any other materials is prohibited with the exception as allowable Fire Pit.

2.3.1.3. All house addresses shall be clearly visible from the street.

2.3.1.4. Dead, dying or infected trees, and slash shall be removed from Langtree; a dead tree must be removed.

2.3.1.5. Uniformly cut firewood must be neatly stacked and must be at least 10 feet from any structure.

2.3.1.6. Property Owners are encouraged to manage grass around structures and in natural areas according to Fire Marshall recommendations.

2.3.2. Owner Instituted Fire Mitigation Plans: Any Owner Instituted Fire Mitigation Plan requiring the removal of trees, shrubs, or other vegetation around the house must be approved by the Association before the commencement of the work and the Association may require changes to the plan if the Association obtains consent of the person (if accredited in fire mitigation planning) or municipal agency that originally created the plan. Any such work shall comply with the Association Documents

2.4. MOTOR VEHICLES

2.4.1. Licensed Passenger Vehicles: Passenger vehicles parked in driveways will not be considered a violation so long as vehicle parked in a driveway is movable and owned by Property Owner or owner/occupant.

2.4.1.1. Any vehicle or equipment (to include work and recreational) that is not fully operable, is not allowed to be parked outdoors in public view. This may be waived if LPOA is notified that the vehicle or equipment is present for the purpose of providing a service to the property owner for a specific and limited time.

2.4.1.2. Any commercial vehicle that is parked at a Langtree property is not allowed other than for performing a service at the residence. A commercial vehicle is any vehicle that has commercial markings on it that can be seen by the public. Vehicles with no visible commercial markings are not considered commercial vehicles for the purpose of this policy. This may be waived if LPOA is notified that the commercial vehicle is present for the purpose of providing a service to the property owner for a specific and limited time. For residents who use their commercial vehicle for both commercial and personal use, a variance can be submitted to the LPOA Board.

2.4.2. Recreation vehicles, including travel trailers, campers, boats, and motor homes and related equipment owned by Property Owner may be kept if they are not readily visible from public roads nor reasonably visible from other lots and are screened from public view within appropriate garaging, or other screening measures approved in writing by the ACC. Refer to EXHIBIT 2.4.2 – Recreational Vehicles, for further information regarding RVs and Trailers.

2.4.3. Emergency Motor Vehicles: Notwithstanding Article 29 of the Declaration, emergency vehicles are permitted in a home occupant's driveway or in Association's streets if the emergency motor vehicle meets each of the following requirements:

- 2.4.3.1. An emergency motor vehicle is required by the home occupant's employer as a condition of employment.
- 2.4.3.2. The emergency motor vehicle weighs ten thousand pounds or less.
- 2.4.3.3. The home occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services.
- 2.4.3.4. The parked emergency motor vehicle does not block emergency access or interfere with the reasonable needs of other Owners or occupants to use the streets and driveways within the subdivision.

2.5. OUTSIDE ANTENNAS & SATELLITE DISHES

2.5.1. Television or radio antennas must be installed in the structure attic. Externally mounted satellite television antennas must be of small size and may be used only in areas where they will be unobtrusive. They should blend in with the natural environment, and their placement and location must be approved by the ACC in writing prior to installation. Types of allowable antenna installations that cannot be regulated by LPOA in accordance with FCC regulations include those related to broadcast satellite signals, instructional/distribution services and some fixed wireless signals.

2.6. WELL AUGMENTATION PLAN

2.6.1. All lots in Langtree shall be subject to the requirements as set forth in the decree in the District Court, Water Divisions 1 and 2 Case No. 94CW28 and 94CW101, a copy of which is attached hereto as EXHIBIT 2.6.1 and referred to as Augmentation Plan.

3. COVENANT VARIANCES

The intent of Variances is to allow the Association limited flexibility to deviate from the Association's covenants. Variances should not be submitted if there are reasonable alternative solutions without having to deviate from the covenants. In addition to adjudicating any comments received on a proposed variance, the Board shall have the sole determination if the request does not reasonably impact the character of the community and/or spirit of the Declaration before approval. The following steps should be followed when requesting a variance:

1. Before a variance request is submitted, the applicant should discuss their proposed request with all nearby neighbors who could reasonably potentially be impacted by the granting of the request.
2. Submit an original or scanned (no photocopies) ACC request form (Ex, along with any scanned supporting documentation to the Board and annotate on the request that it is for a variance rather than a typical ACC request. For variances that involve registered property (vehicles, RV's trailers, etc.), request must include a copy of the homeowner's current registration. Request forms will be rejected if they are not completely and correctly filled out.
3. The Board will then review the request with all owners that the Board believes could reasonably be directly impacted and/or that may have a concern with the proposed variance.
4. In parallel with the Board receiving a request, the Board will notify all LPOA homeowners via email that a variance request has been submitted/posted to the website and will accept written comments via email which may be considered by the Board. Homeowners will have seven (7) calendar days after being notified to submit their comments to the Board.
5. The Board will discuss all comments received with the applicant and attempt to adjudicate any issues that may be identified. The Board may take up to thirty (30) calendar days from the time of request submittal to approve or deny the request.
6. The Board will return a copy of the approved or denied request to the applicant. If denied, the request will also include the Board's rationale for denying the request.

4. ENFORCEMENT OF COVENANTS

4.1. ENFORCEMENT

4.1.1 Refer to EXHIBIT 4.1, Covenant Rules Enforcement

4.2. DUES, FINES, FEES, AND DEPOSITS

- 4.2.1. The Board may impose such fines, fees, and deposits as it determines after following the procedures outlined in Exhibit 4.1, "Covenant and Rules Enforcements". Each incident may be considered a separate violation for which the maximum fine may be imposed. Any fines shall be both a personal obligation of the Owner of the Lot and the violator or both and shall also constitute a statutory lien which may be recorded against the lot. Any technical irregularities or defects in the proceedings or notifications shall not invalidate any fine imposed hereunder. A Schedule of Dues, Fines, Fees, and Deposits, EXHIBIT 4.2.1, shall be determined by the Board. The schedule is not intended to cover all possible violations and there are instances where the amount of the fines may vary depending on the circumstances. The amount of any fines is intended to bear a reasonable relationship to the actual harm that is being caused, the potential risk of loss to the Association if compliance correction does not take place and the costs of investigation, investigative demand letters and hearings to ensure compliance and the cost of remedial measures if used. Repeat offenses and/or repeat offenders will justify higher fines.
- 4.2.2. The Board designee shall collect all assessments, fines, fees, and deposits according to EXHIBIT 4.2.2, Collection Policy.
- 4.2.3. Any assessment made in accordance with Article VII, Section 6 of the Bylaws of Langtree Property Owners Association which is not received by the due date shall be subject to an administration fee as referenced in EXHIBIT 4.2.1, Schedule of Dues, Fines, Fees and Deposits. The Association shall have all rights and remedies set forth in the Association Documents and in law and statute. All payments shall be applied to outstanding balances in the following order of priority: (a) late charges, (b) interest, (c) attorney fees and costs, (d) returned check charges, addressed in EXHIBIT 4.2.1, (e) unpaid assessments beginning with the oldest unpaid assessment.

5. ASSOCIATION OPERATIONS

5.1. MEETINGS

- 5.1.1. Meetings shall be called and conducted in accordance with the rules and procedures attached hereto as EXHIBIT 5.1.

5.2. RECORDS

- 5.2.1. Maintenance, inspection and copying of the Association's records shall be done in accordance with the rules and procedures on the attached EXHIBIT 5.2.

5.3. CONFLICTS OF INTEREST

- 5.3.1. Conflicts of interest should be resolved in accordance with the attached EXHIBIT 5.3.

5.4. AMENDMENT POLICY

- 5.4.1. Amendment Policy: Policies, Procedures, Rules and Regulations of the Association –may be amended, deleted, replaced, or augmented at any time by the Board, in accordance with the Association Documents. Any Owner who desires any type of modification of these Policies, Procedures, Rules and Regulations should submit a request in writing to the Board. The Board may, but shall not be obligated to, consider such a request.

5.5. PROCEDURE FOR ADDRESSING DISPUTES

- 5.5.1. Disputes arising between the Association and Owners shall be handled with the attached EXHIBIT 5.5. At the Board's discretion, the LPOA may, but shall not be required to, submit any dispute between the LPOA and Owner(s) to mediation, arbitration, or other alternative dispute resolution device; provided, however, that the LPOA reserves all rights to seek equitable and legal relief through any court having jurisdiction over the dispute.

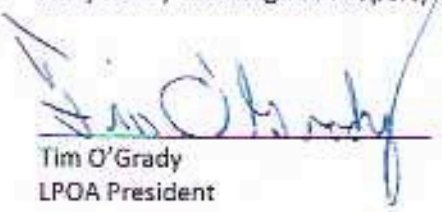
5.6. RESERVE FUND

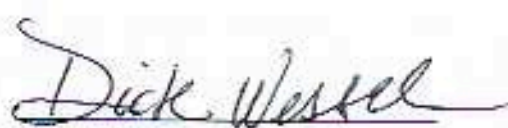
- 5.6.1. The Board shall invest or not invest the Association's reserve funds in accordance with its reasonable business judgment, and as required by the Association Documents, and applicable state and federal law.


5.7. INSURANCE COVERAGES FOR BOARD

- 5.7.1. The Board shall maintain investments coverage of two types. A General Liability Policy and a Director's and Officer's Policy. Limits are specified in EXHIBIT 5.7

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.


Tim O'Grady
LPOA President


Dick Wessel
LPOA Vice President


Bryan Wood
LPOA Treasurer

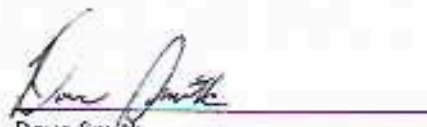

Dave Smith
LPOA Secretary

EXHIBIT 2.2 RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
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Initial	June 17, 2024	Approved by Board

INTRODUCTION

As one of the largest threats to our community, the Langtree Property Owners Association (LPOA) takes fire very seriously. This document contains the requirements of the LPOA for recreational fires and use of portable outdoor fireplaces at residential dwellings. These requirements were derived from Monument Fire District Burn Regulations and El Paso County Ordinance No. 22-001. Other entities (El Paso County Sheriff, National Weather Service, El Paso County, Tri Lakes Monument Fire Protection District, etc.) may have additional requirements which are not included in this document. The party utilizing a recreational fire or portable outdoor fireplace is responsible for confirmation that their activity is not in conflict with any requirements or restrictions by LPOA or the other entities mentioned above.

The temporary or permanent installation of an outdoor fireplace requires LPOA Architectural Control Committee (ACC) approval before the fireplace is used.

DEFINITIONS

Open Fire: Open fires shall be defined as an unconfined fire including, but not limited to, Vegetation Management Burning, campfires, warming fires, and charcoal grill fires.

Recreational Outdoor Fireplace: A permanent outdoor source of fire burning materials other than rubbish where the fuel being burned is contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit and has a total fuel area of 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking, warmth, or similar purposes.

Portable Outdoor Fireplaces: A portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening at the top.

FIRE LOCATION

Outdoor fireplaces are required to have all combustible material removed from within 3 feet of fireplace and be a minimum of 15-ft away from all combustible structures, including houses, decks, fences, sheds, utility poles, etc. Other conditions, such as dry vegetation, pine needles, or leaves which could cause a fire to spread to within 25' of a structure shall be eliminated prior to ignition. This could necessitate mowing and watering grass, trimming trees and shrubs, etc.

Exemption: Fires contained within liquid-fueled or gas-fueled stoves, fire pits or appliances; liquid propane (LPG), or natural gas; can be operated within a cleared area of at least 3 feet of all flammable materials. And, where the flame lengths do not exceed two (2) feet and is completely extinguished by activation of a switch, valve, and/or tip over safety switch.

ALLOWABLE FIREPLACE CONTAINERS

The container used must be constructed of noncombustible material (steel, concrete, stone, etc.) and must be fully enclosed on all sides with no gaps. A spark arrestor (screen) constructed of woven or

EXHIBIT 2.2 RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

welded 12-gauge wire and with openings no larger than ¼-inch must be in place and cover the entire fuel area from side to side. Fireplaces that are homemade or otherwise constructed by hand (not purchased from a retail store) are also allowable. However, the use of any fireplace in a specific location on the homeowner's property must have ACC approval before its use. As part of the ACC approval process, the ACC will conduct a site inspection, free of charge, to any resident who wishes to utilize recreational fire. The purpose of the inspection is to ensure safety as well as awareness and compliance with all requirements described in this document.

PERMISSIBLE FUELS

Firewood, logs (not longer than 3-ft) and manufactured "fire logs" are permitted for use as fuel. Slash, to include tree branches, leaves, pine needles, pinecones and other debris may not be burned. In addition, household trash, flammable liquids, hazardous materials, and similar items not specifically listed above as permissible are not allowed. At no time is the flame height allowed to exceed 4-ft when measured from the base of the fuel pile.

ATTENDANCE

Recreational fires and portable outdoor fireplaces shall be attended by a responsible adult who has access to a telephone to notify the fire department if a problem develops. This attendance shall be constant and shall continue until the fire is completely extinguished. *If the fire extends beyond the area where you intended, call 911 IMMEDIATELY and report it!*

EXTINGUISHMENT

Means of extinguishing the fire shall be present at all times and shall include at least one of the following: - A pressurized water hose with spray nozzle - A fully charged fire extinguisher with a minimum rating of 4A - A 5-gallon bucket of water - A 5-gallon bucket of sand with a shovel

BURN RESTRICTIONS

Use of recreational fires and portable outdoor fireplaces is prohibited during the following times:

1. When there is a "Red Flag Warning" issued by the National Weather Service:
<https://www.weather.gov/pub/>
2. When the Fire Weather Outlook for the day is "Elevated, Critical, or Extreme":
https://www.spc.noaa.gov/products/fire_wx/
3. When there is an open burning restriction issued by the El Paso County Sheriff:
<https://www.epcsheriffsoffice.com/services/fire-information>
4. During periods of sustained or gusty winds that make the activity unsafe.

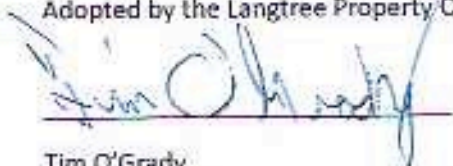
OPEN BURNING

Open fires are never allowed in Langtree. Examples of open burning include, but are not limited to, the following:

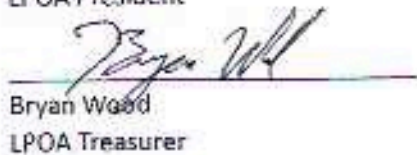
- Use of a fire pit, outdoor fireplace, chiminea or similar without a spark arrestor in place,
- Use of fire or torch to eliminate weeds or other unwanted vegetation,
- Burning of debris, trash or vegetation outside of a fully enclosed fire pit, &
- Campfires.

EXHIBIT 2.2 RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

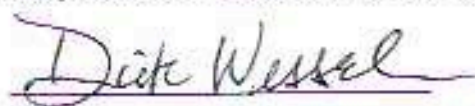
Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024



Tim O'Grady
LPOA President



Bryan Wood
LPOA Treasurer



Dick Wessel
LPOA Vice President



Dave Smith
LPOA Secretary

EXHIBIT 2.4.2, RECREATIONAL VEHICLE

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

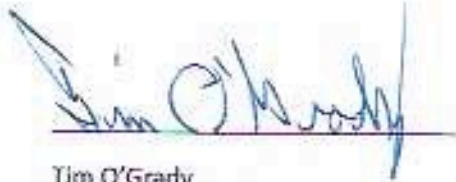
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1. **DEFINITION:** An RV is a street-legal, with current registration vehicle designed to be towed on public highways, or self-propelled. Included are pick-up trucks that have a living quarter enclosure on the cargo bed (except standard truck toppers). An RV is designed for the purpose of providing temporary sleeping accommodations. For these rules only, the definition of RV shall also include ATVs, UTVs, and watercraft. The variance process described in Paragraph three (3) of the Revised Policies, Procedures, Rules & Regulations (RPPRR) must be followed for any variances related to RV parking longer than seven (7) days on a Langtree property for any purpose to include long-term storage, visitors utilizing an RV, and performing maintenance/pre-camping readiness activities.
2. Recreation vehicles, including travel trailers, campers, boats, and motor homes and related equipment may be kept permanently onsite if they are not readily visible from public roads nor reasonably visible from other lots and are screened from public view within appropriate garaging, or other screening measures approved in writing by the ACC.
3. An RV belonging to a Langtree homeowner may be parked at a Langtree property for a maximum of seven (7) calendar days unless approved for an extended permit or complies with paragraph two (2) above.
4. The Board of Directors may grant Extended Parking Permits for RV use on a Langtree property with an ACC approved variance. The ACC Variance approval process must be followed for the permit to be granted.
5. Extended Parking Permits will be granted only for the purpose of allowing visitors of a Langtree resident to reside in an RV on the Langtree property while visiting the Langtree resident. As a general guideline, no more than one permit will be granted at any one Langtree property in any 120-day period.
6. Generators of any type may not be used to provide electrical power to support the RV. Extension cords must be used to provide additional power required for the RV.
7. An RV receiving an Extended Parking Permit must be in good working and structural condition.
8. The Board of Directors reserves the right, in all cases, to rescind any Extended Parking Permit if the RV creates unexpected disruption to the peace and tranquility of the neighborhood.
9. The Variance Request application for an Extended Parking Permit shall identify:
 - the property owner,
 - the property address,
 - the property owner phone number,
 - a statement certifying that the property owner will be present on the property for the duration of the extended parking,

EXHIBIT 2.4.2, RECREATIONAL VEHICLE

- the specific location where the RV will be parked on the property, &
- start and end date of the requested Extended Parking Permit.

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.



Tim O'Grady
LPOA President



Dick Wessel
LPOA Vice President



Bryan Wood
LPOA Treasurer



Dave Smith
LPOA Secretary

EXHIBIT 2.6.1 WATER AUGMENTATION PLAN

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

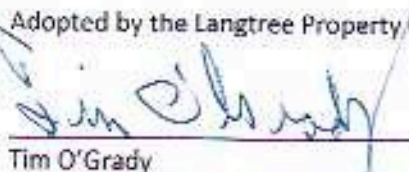
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1. Preface: Per the Langtree Covenants, Paragraph 31 (Water Augmentation Plan Requirements), all but 2 Langtree lots in shall be subject to the requirements as set forth in the decree in the District Court, Water Divisions 1 and 2 Case No. 94CW28 and 94CW101. The two Langtree lots the exceptions are Lot 4 and LOT 19, which have preexisting/ grandfathered exemptions. This decree limits the annual well water consumption for each lot owner to 0.42 acre-ft (136,857 gallons) and limits outside irrigation to 4000 sq. ft. The decree also requires the LPOA to collect annual well meter readings and report this data to the Colorado Division of Water Resources (CDWR) who, in turn, requires the reporting of this data in a CDWR formatted report by October 31 of each year. To accomplish this, the Board of Directors typically begins collecting meter readings in early October of each year to allow enough time to collect the readings and enter the data into CDWR's formatted report.
2. Reporting Process: Two Annual Water Meter Reading notices will be emailed, approximately one week apart, to each homeowner's email on record with the LPOA.
3. A final notice will be sent via certified mail to the address on record with the LPOA approximately one week prior to the October 31st reporting deadline to those homeowners who have not complied with the reporting requirement.
4. If the Board determines that the requirement for the submission of the State mandated water meter reading has not been submitted within the set time period indicated in the "Annual Water Meter Reading" notices, the Board of Directors may levy the following fine process upon the Property in question for failure to submit the mandatory reading:
 - a. Upon the first calendar day after the Board's final deadline for the reporting of all water meter readings, an immediate fine may be imposed as defined in EXHIBIT 4.2.1 – Schedule of Dues, Fines, Fees and Deposits.
 - b. The levied fines shall also be an assessment creating a lien, which may be recorded against the property as provided in the Covenants.
 - c. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fines.
 - d. Any violation shall entitle the Board to recover from the Owner, its reasonable attorneys' fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.
5. Overage Process: If a homeowner's well usage exceeds the annual limit of 136,857 gallons per the Association's Water Decree, a warning notice will be emailed to the offending homeowner advising them to coordinate with CDWR to determine the cause of the overage and subsequent mitigation and/or monitoring steps.

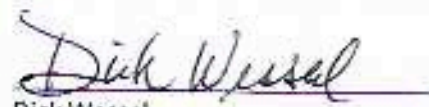
EXHIBIT 2.6.1 WATER AUGMENTATION PLAN

6. If the Board determines that a homeowner repeatedly exceeds the annual well usage limit of 136,857 gallons (2 or more times within 5 reporting years) and has not coordinated with CDWR for any of the overage events, the Board of Directors may levy a fine per the following process:
 - a. A notice will be sent via certified mail to the address on record with the LPOA to the offending homeowner who has not complied with Water Decree annual well usage limit instructing them to coordinate with CDWR determine the cause of the overage and subsequent mitigation and/or monitoring steps within 30 days.
 - b. If the offending homeowner has not contacted CDWR within 30 days of the notice being sent to resolve the overage issue, an immediate fine may be imposed as defined in EXHIBIT 4.2.1- Schedule of Dues, Fines, Fees and Deposits.
 - c. The levied fine shall also be an assessment creating a lien, which may be recorded against the property and may be foreclosed as provided in the Covenants.
 - d. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fines.
 - e. Any violation shall entitle the Board to recover from the Owner, its reasonable attorneys' fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.
7. Real-estate transactions involving the sale of property also has additional requirements.
 - a. Existing owners must allow a member of the Board access to read their water meter reading within 30 days of closing. This will allow the Board to certify the water meter records for the new owners for when they take possession of the property. Failure to allow Board access to read the meter may result in an immediate fine being imposed as defined in EXHIBIT 4.2.1 - Schedule of Dues, Fines, Fees and Deposits, and may delay property closing. (Note: Colorado real estate law requires Title companies to verify with HOAs there are no encumbrances on the property.)
 - b. Water well registration must also be transferred to the new owners. New owners should contact Colorado Division of Water Resource (dwr.colorado.gov) to file a well re-registration request.
8. In addition to fines being levied, per the State's water augmentation plan, failure to report a water meter reading or well usage overage may result in the State issuing a cease-and-desist order for the offending homeowner's well usage.
9. Responsibility: Owners shall be responsible and accountable for the failure to report the mandated annual water meter reading or to limit the well usage limit per the Water Decree regardless of who the Owner designates to provide the reading or monitor its usage.
10. Effectiveness: This Policy shall be liberally construed to accomplish prompt, effective enforcement of the Association's Covenants, Articles of Incorporation, Bylaws and requirements set forth in the LPOA Water Augmentation Plan affecting Langtree properties.

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024


Tim O'Grady
LPOA President


Bryan Wood
LPOA Treasurer


Dick Wessel
LPOA Vice President



Dave Smith
LPOA Secretary

EXHIBIT 4.1, COVENANTS AND RULES ENFORCEMENT

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
Revisions	Date	Change Description
Initial	June 17, 2024	Approved by Board

This policy is adopted to comply with the terms of the Colorado Common Interest Ownership Act (CCIOA), which contains provisions that may conflict with the terms of the Association Board's governing documents. The CCIOA and this policy will control over any conflicting provisions in the governing documents. Per Covenants Paragraph 1, the LPOA is a limited expense community as defined by the CCIOA and is not subject to the requirements and limitations in the CCIOA regarding covenant enforcement procedures (e.g., notice and cure period, limitations on fines, mailing requirements, etc.)

1. The Association Board will not impose fines or commence legal action for violations of the governing documents until after the Association Board has followed the procedures set forth below.
2. Each Owner shall be liable for any violations, omissions or damage done by that owner, their family, or their guests, and subject to fines for any violations of the Board Documents. Each Owner shall make such persons fully aware of the Board Documents and their requirements and shall incorporate the same into any leases and agreements.
3. The medium for Notifications shall be in one of the following written forms:
 - a. Email (with read receipt)
 - b. Registered or Certified mail (with Return Receipt Service)
 - c. Physical notice posted at a property.
4. Notices delivered to the Board may be to any current Board member.
5. The Board has no obligation to consider oral or anonymous complaints.
6. For the purpose of this policy to comply with Colorado Law, a notice is deemed received when sent by and according to the following timelines.
 - a. Email – Upon successful transmission of electronic mail or text.
 - b. Certified Mail/First-Class Mail – 3 business days after deposit for delivery
 - c. Posting – Upon physical posting at the Owner's Lot
7. Notices from the Board will be sent in English; provided, however, that the Owner may send written notice to the Board with an alternate language preference. The Board will attempt to provide an accurate translation of the original English version, but due to nuances in translating to a foreign language, slight differences may exist.
8. An Owner may send written notice to the Board identifying another person to serve as a designated contact for the Owner for notices and correspondence. The Board will send the same written communications to the designated contact that it sends to the Owner. If the Owner wishes to change or cease the designated contact, the Owner must send the Board written notice.
9. Technical irregularities or defects in the complaint, notice or other compliance with this Rule shall not invalidate the proceedings or any fine or sanction imposed. This Rule shall be

EXHIBIT 4.1, COVENANTS AND RULES ENFORCEMENT

liberally construed to accomplish prompt, effective enforcement of the Association's Declaration, Articles of Incorporation, Bylaws and Rules.

10. Refer to EXHIBIT 5.5 – Procedure for Addressing Disputes, for the process flowchart for dispute resolution.
11. The detailed process for identifying and resolving a violation follows:
 - a. Any Owner identifying a violation is encouraged to contact Potentially Violating Party to confirm and/or resolve the Violation.
 - i. Discussion between Owners does not require formal notification between Owners. The Board does not need to be involved in any informal resolution.
 - ii. If the Violation is resolved, no further action nor documentation is required among Owners, nor with the Board.
 - b. If the Violation is not resolved and the Grievance Party desires intervention from the Board, the Grievance Party must notify the Board via the formal Notification media options identified above. The complaint should specify the specific covenant being violated and contain as much information as is known about the Violation itself.
 - c. The Board will assess the asserted Violation to reasonably determine if that Violation threatens the public safety or health.
 - i. If the Board determines that the Violation is a matter of public safety, the Board will send the Potentially Violating Owner a written Notice of Violation informing the Owner to remediate the Violation within 72 hours, or the Board may notify the pertinent authorities.
 - ii. For unresolved Violations that threaten public safety or health, the Board will notify the pertinent authorities with details of the Violation.
 - d. Upon notification, the Board will identify and assign a subset of at least two Board members appointed by the President, who will convene an "impartial decision-making body" identified as Mediators. If a Mediator would receive a greater benefit or detriment from the outcome of an investigation that the general membership of the Association, then they must recuse themselves from acting as members of the "impartial decision-making body".
 - i. The Mediators will assess and determine whether the Violation is justified before continuing with any enforcement action or the notice and hearing procedures.
 - ii. If the Mediators reasonably determine that no Violation exists, the Board will formally notify the Grievance Party of this determination. No further action is required by the Board nor any party.
 - iii. If the Mediators determine that a Violation does exist, the Board will notify the Violating Owner of the asserted Violation. The notice will include: (i) the nature of the Violation; (ii) the action or actions required to remediate the Violation; (iii) any fines that may be imposed; (iv) the right to request a Hearing to contest the Violation or possible fine; and (v) a date by which a request for a Hearing (if requested) must be received.
 - e. The Violating Owner may dispute that a Violation exists and request a Hearing. The Owner must request the Hearing, in writing, prior to the deadline stated in the initial Notice of Violation. The request for a Hearing should describe the grounds and basis for

EXHIBIT 4.1, COVENANTS AND RULES ENFORCEMENT

- challenging the asserted Violation or the mitigating circumstances. If a request for a Hearing is not made, the right to a hearing is deemed forever waived. If a Hearing is not requested by the deadline, the Hearing Board will determine if there is a Violation based upon the information available to it, and if so, assess a fine as set forth in the fine schedule upon expiration of any applicable remediation period(s).
- f. The Hearing shall be scheduled within the following 30 days. Only one such Hearing may be requested, after which the Violation is presumed to be valid.
12. Hearings. The Board will notify the Owner of the scheduled time, place, and date of the requested Hearing. Hearings may be conducted during or after any applicable remediation period(s). The President of the Association may grant continuances for good cause. At the beginning of each Hearing, the Presiding Mediator will explain the rules, procedures, and guidelines by which the Hearing will be conducted.
- a. The Grievance party and the Violating party will have the right, but not the obligation, to attend the Hearing. Each party may present evidence, testimony, and witnesses. The decision will be based on the matters set forth in the notice of asserted Violation, request for a Hearing, and evidence as may be presented at the Hearing. Unless otherwise requested by the Owner, all hearings will be conducted during executive session. If a complaining party is unable to attend the Hearing, the complainant may submit a letter to the Hearing Board explaining the basis of the complaint.
- b. Decision. After all testimony and other evidence has been presented to the Hearing Board, it will render its written findings and decision. A decision, either a finding for or against the Violating Owner, will be by a majority vote of the Board.
- c. If the Hearing finds that a Violation does not exist, then the Board will respond with a Notification to all parties involved.
13. If the Violation is found to require remediation, the Owner shall be given 30 days to enact such remediation.
- a. After 30 days, or upon notification from the Violating Owner to the Board, the Board will make a determination of adequate remediation. The Owner may notify the Board in writing that the Violation has been remediated. The Violation will be deemed remediated on the date which the Owner sends the notice. If the Owner does not provide evidence of the remediation, The Board may inspect the Lot as soon as practicable to determine if the Violation has been remediated.
- b. After inspection, if the Board determines that the Violation has not been remediated, the Board may impose the fine stated in the Notice of Violation and will send a Notice of Violation stating that the Owner has 30 days to remediate the Violation.
- i. After the subsequent 30-day remediation period, if the Board has not received notice from the Owner that the Violation has been remediated, the Board will inspect the Lot within 14 days of the second 30-day remediation period. After inspection, if the Board determines that the Violation has not been remediated, the Board may impose a fine in accordance with EXHIBIT 4.2.1 – Schedule of Dues, Fines, Fees, and Deposits. If a fine is imposed, the Board will notify the Violating Owner that a fine has been imposed. The Board may not commence legal action until a second 30-day remediation period has elapsed.

EXHIBIT 4.1, COVENANTS AND RULES ENFORCEMENT

- ii. A decision, either a find for or against the Owner, will be by a majority vote of the Board.
- 14. Following remediation of a violation, The Board will notify the Owner:
 - a. of any outstanding fine balance still owed to the Association, and
 - b. that the Owner will not be further fined with regard to the Violation.
- 15. Upon adequate resolution, the Board will notify all parties that the Violation has been remediated.
- 16. Fine Schedule.
 - a. General Fine Schedule. Depending upon the Violation, a fine will be assessed against the Violating Owner in accordance with EXHIBIT 4.2.1 – Schedule of Dues, Fines, Fees and Deposits.
 - b. Continuing Violation Fine Schedule. For purposes of this policy, a violation is considered “continuing in nature” if the Violation is uninterrupted by time or, by the nature of the Violation, it occurs at such frequency to create a continuous pattern of occurrence. Examples of continuing violations include failure to paint your house, unsightly yard, unauthorized improvements, unauthorized vehicle/RV storage, or architectural changes, etc. The continuing fine schedule is also listed in EXHIBIT 4.2.1 – Schedule of Dues, Fines, Fees, and Deposits, and will vary depending upon the nature and severity of the violation as determined by the Board. However, the Association reserves the right to impose fines greater than \$500 for violations that threaten public safety or health.
- 17. Additional Enforcement Rights:
 - a. Recorded Notice of Violation. If an imposed fine is not paid within 60 days after the Owner is notified of a fine being levied, the Board may issue and record a property lien with the El Paso County Clerk and Recorder a Notice of Violation in accordance with EXHIBIT 4.2.1. - Schedule of Dues, Fines, Fees, and Deposits. An additional maximum fine of \$500 will be assessed for any Violation that results in a property lien being recorded with the county. Each occurrence of a violation that goes without remediation that results in additional fines will be cumulative to the lien filed with the County.
 - b. Self-help Remedies. After notice to the Violating Owner, the Association or its duly authorized agent has the authority to abate or remove any structure, thing, or condition that violates the governing documents as more fully provided in Section 3 of the Declarations (entitled “ENFORCEMENT”). All costs of self-help will be assessed against and be a lien on the Owner’s Lot.
 - c. Failure to Enforce. The Association’s failure to enforce the governing documents is not a waiver of the right to enforce for any subsequent violations.
 - d. Administrative Expenses. Enforcement costs, imposed by the Association related to covenant and rule enforcement will be the obligation of the Violating Owner and may be posted to that Owner’s account. Examples include but are not limited to, certified mailings, attorney fees or costs to translate a notice to a language other than English.

EXHIBIT 4.1, COVENANTS AND RULES ENFORCEMENT

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.

A handwritten signature in blue ink, appearing to read "Tim O'Grady", written over a horizontal line.

Tim O'Grady
LPOA President

A handwritten signature in blue ink, appearing to read "Dick Wessel", written over a horizontal line.

Dick Wessel
LPOA Vice President

A handwritten signature in blue ink, appearing to read "Bryan Wood", written over a horizontal line.

Bryan Wood
LPOA Treasurer

A handwritten signature in blue ink, appearing to read "Dave Smith", written over a horizontal line.

Dave Smith
LPOA Secretary

EXHIBIT 4.2.1 SCHEDULE OF DUES, FINES, FEES AND DEPOSITS

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
Revision	Date	Change Description
Initial	June 17, 2024	Approved by Board

Annual LPOA Dues	Dues determined at the Association's Annual meeting
Failure to Pay Annual Dues ¹	\$25 for dues not paid within 30 days of due date
Late fee charges for Fines	\$50 additional for any fine not paid within 60 days
Return Checks Fines	Whichever is greater of, (a) \$20.00; or (b) 20% of the face amount of the check, draft, or money order.
Architectural Control Non-Compliance ²	\$100; and additional fines commensurate with degree of non-compliance
General Covenant Non-Compliance ³	\$25
Water Augmentation Plan Violations ⁴	Annual & Real Estate sale Non-reporting: \$50 Overage: \$200
Arbitration Mediation Fees	To be determined by costs of third-party arbitrator but no less than \$100 of each party.
ACC Request Deposits	\$200; refundable as defined in RPPRR
Recording Lien Fee	\$500
Continuing Violations	\$50 to \$250* per occurrence or \$500 monthly until cured

*Based upon the factors such as the nature and severity of the violation, the number of previous violations, and whether the conduct/behavior is continuing in nature, and whether or not the violation constitutes a threat to public health or safety.

⁴Reference Declaration of Protected Covenants paragraph 8 & Bylaws Article VII

EXHIBIT 4.2.1 SCHEDULE OF DUES, FINES, FEES AND DEPOSITS

²Reference Declaration of Protected Covenants paragraphs 3-7, 14-24, 26,28 & 29

³Reference Declaration of Protected Covenants paragraphs 25, 27, 30 & 32

⁴Reference Declaration of Protected Covenants paragraph 31 and EXHIBIT 2.6.1

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.



Tim O'Grady
LPOA President



Dick Wessel
LPOA Vice President



Bryan Wood
LPOA Treasurer



Dave Smith
LPOA Secretary

EXHIBIT 4.2.2 COLLECTIONS

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
Revision	Date	Change Description
Initial	June 17, 2024	Approved by Board

This policy is adopted to comply with the terms of the Colorado Common Interest Ownership Act (CCIOA), which contains provisions that may conflict with the terms of the Association's governing documents. CCIOA and this policy will control over any conflicting provisions in the governing documents, to the extent required by law.

1. Due Dates, Late Charges, Interest, and Administrative Expenses.
 - A. Due Dates. The annual assessment payment is due as defined in the LPOA's By-Laws. All other assessments, fees, or charges are due and payable as specified in the LPOA's Revised Policies, Procedures, Rules, and Regulations (RPPRR) document. Payments will be deemed received on the date the payment is received by the LPOA Board. Any payment not paid in full when due is past due and delinquent.
 - B. Late Fee or Charge. A late charge as stipulated in EXHIBIT 4.2.1 – Schedule of Dues, Fines, Fees, and Deposits, will be imposed for any assessment, fine, or other charge not paid by the due date specified in the RPPRR. The late charge is a personal obligation of the Owner and a lien on the Lot.
 - C. Lien. Under Colorado law and the terms of the Declaration, there is a lien for any unpaid assessment. The Association reserves the right to record a notice of lien in the county records at any time after an assessment becomes delinquent. The Association may delegate authority to the Association's attorney to sign and acknowledge the notice of assessment lien. This delegation may be withdrawn at any time by sending written notice to the Association's attorney of the withdrawal.
 - D. Administrative Expenses. Collection costs imposed by the Association or its managing agent for delinquent accounts will be the obligation of the Owner and may be posted to the Owner's account. Examples include, but are not limited to, certified mailings and costs to physically post a notice or translate a notice to a language other than English.
2. Attorney's Fees and Collection Costs. The Association is entitled to recover its reasonable attorney's fees and collection costs incurred in collecting assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law.
3. Application of Payments. If an Owner who has both unpaid assessments and unpaid fines, fees, or other charges makes a payment to the Association, the Association will apply the payment first to assessments and any remaining amount of the payment to the fines, fees, or other charges owed.
4. Annual Statements. On an annual basis, the Association will send to each Owner who has any outstanding balance an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association (i.e., an account ledger). The statement will be sent by registered mail to the Owner's registered address, and if the Association has a relevant email address, by email. If the account has been referred to a collection agency or to any attorney, the statement will also specify that the balance may not include all attorney's fees and costs that have been incurred as of the statement date but not yet invoiced to the Association and posted to the account. No fees or other charges will be assessed for providing statements required under this Section.

EXHIBIT 4.2.2 COLLECTIONS

5. Notice of Delinquency. The Association may send courtesy notices to Owners. However, before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association must send the Owner a notice of delinquency specifying:
 - A. The total amount due, with an accounting of how the total was determined.
 - B. Whether the opportunity to enter a payment plan exists as provided in this collection policy, and instructions for contacting the Association to enter into a payment plan, if available.
 - C. The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt.
 - D. A statement that action is required to cure the delinquency, and that failure to do so within 30 days may result in the Owner's delinquent account being turned over to a collection agency, the filing of a lien against the Owner's property, or other remedies available under Colorado law.
 - E. The steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process; and
 - F. 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.
6. Owner Contact and Delivery of Notice. Before the Association turns over a delinquent account of an Owner to an attorney for legal action, the Association will:
 - A. Send a copy of the delinquency notice by certified mail, return receipt requested and physically post a copy of this delinquency notice at the Owner's Lot; and
 - B. Contact the Owner by one of the following means:
 - I. First-class mail.
 - II. Text message to a cellular number that the Association has on file that the Owner has provided to the Association; or
 - III. Email to an email address that the Association has on file that the Owner provided to the Association.
 - C. Notices from the Association will be sent in English; provided, however, that the Owner may send written notice to the Association with an alternate language preference. The Association will attempt to provide an accurate translation of the original English version, but due to nuances in translating to a foreign language, slight differences may exist.
 - D. An Owner may send written notice to the Association identifying another person to serve as a designated contact for the Owner for notices and correspondence. The Association will send the same written communications to the designated contact that it sends to the Owner. If the Owner wishes to change or cease the designated contact, the Owner must send the Association written notice.
7. Record of Notification. The Association will maintain a record of the contact(s) it has made with an Owner regarding a delinquency, including the type of communication used to contact the Owner and the date and time the contact was made. As this record relates to a particular Lot, it will not be deemed to be a record available to all Owners under Colorado law.
8. Payment Plans.

EXHIBIT 4.2.2 COLLECTIONS

- A. Before the Association turns over a delinquent account of an Owner to an attorney for legal action, it will make a good faith effort to coordinate with the Owner to set up a payment plan. An Owner may enter into a payment plan to pay off a deficiency in equal installments over a minimum period of 18 months or such other longer period as authorized by the Board.
 - B. If the Owner fails to comply with the terms of the payment plan (fails to remit payment of three or more agreed-upon installments within 15 days after the monthly installments are due), the Association may pursue legal action subject to the notice requirements above.
 - C. The Association is not obligated to negotiate a payment plan with:
 - I. an Owner who has previously entered into a payment plan pursuant to this policy, or
 - II. an Owner who does not occupy the Lot and acquired the Lot because of a default of a security interest encumbering the Lot or a foreclosure of the Association's lien.
 - D. All payment plans involving accounts referred to an attorney for collection will be set up and monitored through the attorney in consultation with the President of the Board or other person designated by the Board.
9. Board Action to Refer Delinquent Account. Before a delinquent account is referred to an attorney, a majority of the Board must vote to refer the matter by recorded vote conducted in executive session.
10. Referral of Delinquent Accounts to Attorneys. After an account has been referred to the Association's attorney, the account remains with the attorney until it is settled, has a zero balance, or is otherwise resolved. Once accounts are turned over to the Association's attorney, Owners will make payments to the Association at the attorney's address. The Association's attorney is authorized to take whatever action is necessary, in consultation with the Board President or other person designated by the Board, believed to be in the Association's best interest. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner will be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board may 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. Action by the Association's attorney may include the following:
- i. Notice of Lien. If not already recorded, a notice of lien may be recorded against the delinquent Owner's property to provide record notice of the Association's claim against the property.

EXHIBIT 4.2.2 COLLECTIONS

11. Return Check Charges:

- i. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

I. An amount equal to the face amount of the check, draft, or money order and a return check charge as stipulated in EXHIBIT 4.2.1- Schedule of Dues, Fines, Fees, and Deposits, or an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater; or

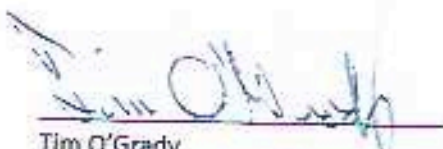
II. If notice has been sent and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft, or money order will be liable to the Association for three times the face amount of the check, but not less than \$100.00.


- ii. If two or more of an Owner's checks are returned within any fiscal year, the Association may require that future payments, for a period of one year, be made by certified check or money order.

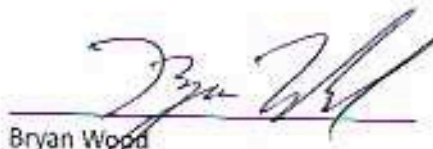
12. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any bankruptcy notice or a foreclosure notice by any holder of an encumbrance against any Lot within the Association, the Association may advise the Association's attorney of the same and turn the account over to the Association's attorney.

13. Waivers. The Association may modify these procedures as the Association determines appropriate under the particular circumstances. Any accommodation may be documented in the Association's files. Failure to require strict compliance with this policy is not deemed a waiver of the Association's right to require strict compliance and will not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney's fees, and/or costs as described and imposed by this policy.

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.


Tim O'Grady
LPOA President


Dick Wessel
LPOA Vice President


Bryan Wood
LPOA Treasurer



Dave Smith
LPOA Secretary

EXHIBIT 5.1 MEETINGS

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
Revision	Date	Change Description
Initial	June 17, 2024	Approved by Board

I. Conducting Meetings

- A. Association meetings shall be conducted in accordance with the Association Documents. In addition, all meetings shall be conducted in accordance with the most recent version of Robert's Rules of Order.
- B. At all meetings, Owners and/or their representative are expected to maintain proper behavior and decorum, which requires that Owners and/or representative shall:
 - 1. Be respectful to others present and to the meeting process;
 - 2. Refrain from name-calling, use of foul language, and other aggressive behavior;
 - 3. Differentiate statement of opinion from statements of fact; and
 - 4. Speak only when acknowledged by the Chair.
- C. If an Owner and/or their representative fail to observe the above standards which in the Chair's sole opinion negatively impacts the Association's meeting(s), the Chair shall issue one warning (to the Owner and/or representative). If the inappropriate behavior continues, the Chair shall ask the Owner and/or their representative to remove themselves from the meeting. If the Owner and/or their representative refuse to comply, the meeting may be adjourned at that time even though there are agenda items not heard.

II. Owner Participation at Board Meetings

- A. All meetings of the Board of Directors, except the Executive Sessions of in-person meetings, are open to attendance by any Owner or any person designated in writing by that Owner as the Owner's Representative. Virtual Board meetings conducted electronically are only open to participation by Board members.
- B. The Board shall designate an appropriate period of time, either at the beginning of the meeting or before an agenda item, for Owners or their representative to speak on any matter shown on the agenda, but such period shall not exceed a total of 20 minutes without Board approval. Owners who wish to discuss a certain issue, complaint, or request shall submit such in writing to the Board at least five days prior to the Board meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue. After the designated time, Owners who are not Board members shall not participate in any deliberation or discussion of the Board unless expressly authorized by a vote of a majority.

EXHIBIT 5.1 MEETINGS

of a quorum of the Board so present.

III. Owner Participation at Annual and Special Meetings of Owners

- A. Any Owner or designated representative of Owner may speak at the designated time in the agenda upon any issue requiring a vote of the Owners.
- B. The total length of any time for Owners or designated representatives speaking on a single issue of any meeting of the Owners shall not exceed the time set forth by the president at the beginning, but not exceeding a time limit of 20 minutes total, except with Board approval, and the President shall pro-rate that time among the various Owners who speak on the issue.
- C. All issues, complaints, and requests shall be submitted to the Board in writing twenty (20) days prior to the annual meeting.

IV. Notice of Meetings

- A. Board Meetings: Notice of Board Meetings shall be given in accordance with the By Laws.
- B. Annual Owners Meetings: Notice of Annual Owners Meetings shall also be given in accordance with the By Laws.

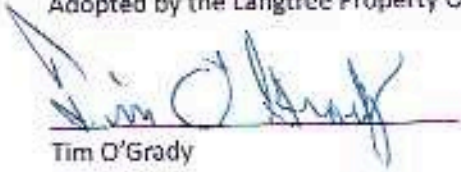
V. Executive Sessions of the Board: The Association's Board may meet in executive closed sessions to discuss matters pertaining to, consultation with legal counsel, investigative proceedings concerning possible or actual criminal misconduct, matters which are subject to specific constitution and statutory or judicially imposed requirements protecting the proceedings, any matter of disclosure which would constitute an unwarranted invasion of individual privacy, and a review and/or discussion relating to any written or oral communication from legal counsel. The Association Board Members and other members shall preserve attorney-client privilege regarding consultation and communications from legal counsel.

VI. Voting Procedure:

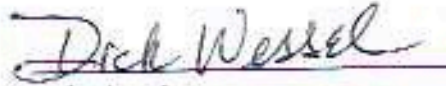
- A. The Association Secretary shall be in charge of counting votes whether by show of hand or with written ballots. Either the Association Secretary, or representative decided by the Chairman, or both, shall constitute a neutral third party to count the ballots. If no neutral party is available, the ballots may be counted by a committee of volunteers, who shall be Owners 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, provided however, that said volunteers shall not be Board members and, in the case of a contested election, shall not be candidates.
- B. The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of Owners participating in such vote.

EXHIBIT 5.1 MEETINGS

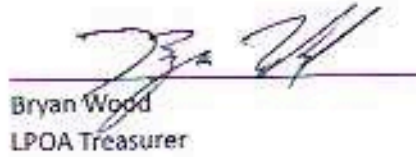
Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.



Tim O'Grady
LPOA President



Dick Wessel
LPOA Vice President



Bryan Wood
LPOA Treasurer



Dave Smith
LPOA Secretary

EXHIBIT 5.2 RECORDS

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
Revision	Date	Change Description
Initial	June 17, 2024	Approved by Board

The Association shall maintain its records in written form or in another form capable of conversion into a written form within a reasonable time (i.e. Website). A "reasonable time" means available during normal business hours, upon notice of five business days. Under the Board's discretion, additional documents not defined in the Exhibit may also be available to the Association.

The Association shall keep as permanent records:

- Minutes of all Board and Property Owner meetings,
- Actions taken by the Board and Property Owners by written ballot instead of holding a meeting,
- Documents presented at an Annual Meeting to include Agenda Minutes, financial statements/budgets, and Association reports, &
- Records of the Board of Directors meetings.

In addition to the above records the Association shall keep a copy of the following documents to be made available to all Property Owners via the web:

- Articles of incorporation,
- Declaration of Covenants,
- Association Bylaws,
- Association Revised Policies, Procedures, Rules, and Regulations (RPPRR),
- Architectural Control Committee Request Applications,
- Association Proxy Form,
- A list of all current Property Owners and their contact information, &
- Association insurance policy.

Each Property Owner is responsible to know the information in the Association documents and for abiding by the standards for the Association, as set forth in the Association documents.

All requests for documents must be in writing.

The Association may charge a fee to cover coping costs, not to exceed the Association's actual cost per page, for copies of the Association records.

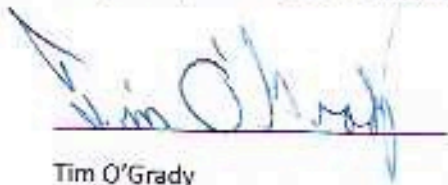
- Property Owners have the right to examine certain records of the Association. It is the obligation of every Property Owner to hold this information in appropriate confidentiality so that information is not released to other parties. Certain information may be deemed "not available" to general Property Owners. This information may include the following: Files pertaining specifically to other Property Owners.

EXHIBIT 5.2 RECORDS

- Delinquent account information, unless requested by the owner responsible for said account.
- Attorney-client communications.
- Information involving pending or anticipated litigation or contract negotiations.
- Other privileged information.

The Association shall not be liable for the disclosure or copying of any materials which are required to be provided by statute or judicial proceeding. The Association does not warrant or represent the accuracy, completeness, or any other matter in the materials provided.

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.



Tim O'Grady
LPOA President



Dick Wessel
LPOA Vice President



Bryan Wood
LPOA Treasurer



Dave Smith
LPOA Secretary

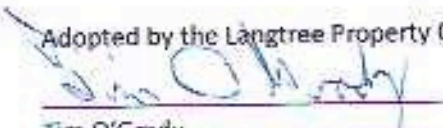
EXHIBIT 5.3 CONFLICTS OF INTEREST

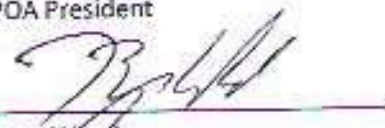
LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

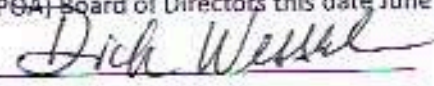
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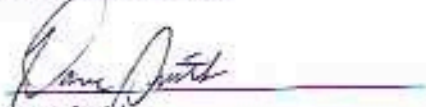
1. The Board of Directors shall comply with the intent of Colorado's statutory provisions against conflicting interest transactions as found in the Colorado Common Interest Ownership Act. A "conflicting interest transaction" is defined by the Colorado statutes, but generally means a contract, transaction, or other financial relationship between the Association and a director of the Association, or between the Association and a party related to a director, or between the Association and an entity in which a director of the Association is a director or officer or has a financial interest. A conflicting interest transaction does not include transactions that are of general benefit to a group of homeowners that includes one or more directors.
2. Any Board member that has a personal Architectural Control Committee (ACC) decision before the Board shall recuse themselves from voting on the pending decision.
3. Any non-ACC related HOA matter involving a Board member and another HOA member where there is evidence, as determined by the other uninvolved Board members, that impartiality between the Board member and other HOA member exists then the Board member shall not vote on the matter before the Board.
4. Each Board member is obligated by law to disclose, in an open Board meeting, any existing conflict of interest prior to any discussion or action on that issue, and the Board member shall not vote on such issue.
5. The above notwithstanding, at any Board meeting, a Board member with a conflict of interest may be counted "present" for the purpose of determining whether a quorum exists.
6. If after investigation, any Board member is found in violation of this Conflicts of Interest rule, may be removed from the Board by a majority vote other members of the Board. Any vote made by the Board member while in violation of this Conflicts of Interest rule may be reviewed by the Board and the Board member's vote shall be nullified.

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.


Tim O'Grady
LPOA President


Bryan Wood
LPOA Treasurer


Dick Wessel
LPOA Vice President


Dave Smith
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EXHIBIT 5.5 PROCEDURE FOR ADDRESSING DISPUTES

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
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At the Board's discretion, the Association may, but shall not be required to, submit any dispute between the Association and Owner(s) to mediation, arbitration, or other alternative dispute resolution device; provided, however, that the Association reserves all rights to seek equitable and legal relief through any court having jurisdiction over the dispute, as do the owners. For additional information refer to EXHIBIT 4.1.

EXHIBIT 5.5 PROCEDURE FOR ADDRESSING DISPUTES

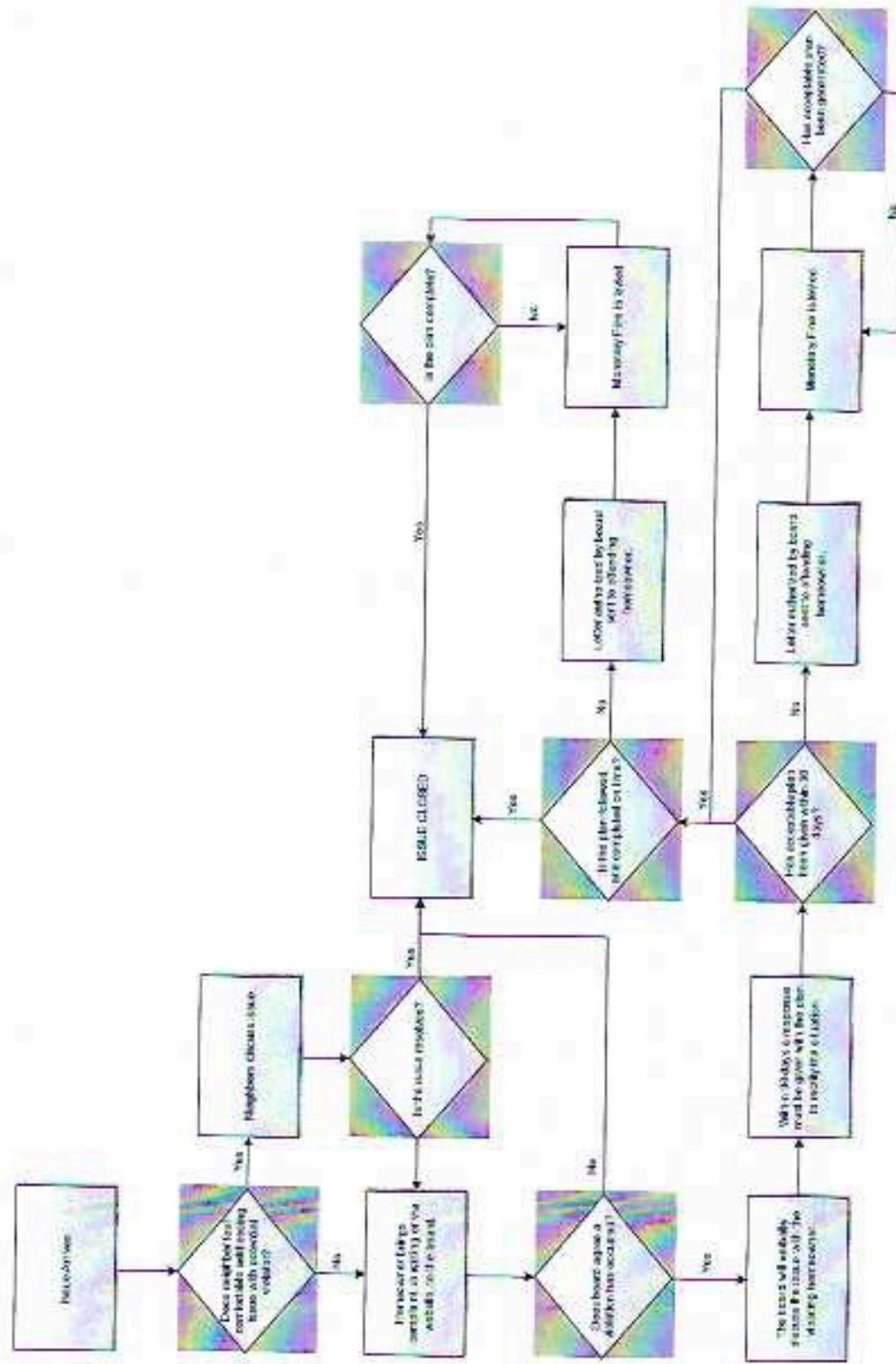



EXHIBIT 5.5 PROCEDURE FOR ADDRESSING DISPUTES

Adopted by the Langtree Property Owners Association (LPOA) Board of Directors this date June 17, 2024.


Tim O'Grady
LPOA President


Brydn Wood
LPOA Treasurer


Dick Wessel
LPOA Vice President



Dave Smith
LPOA Secretary

EXHIBIT 5.7 REQUIRED INSURANCE COVERAGE

LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA)

Change log		
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The Board shall maintain investments coverage of two types. A General Liability Policy and a Director's and Officer's Policy.

General Liability Policy

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operation Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Premises Rented to You
- \$ 5,000 Medical Payments – any one person
- \$1,000,000 Hired and Non-Owned Automobile Liability

Director's and Officer's Policy

- \$1,000,000 Limit of Insurance
- \$ 1,000 Retention

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