



ANNUAL INFORMATION REPORT
for the Year Ended December 31, 2024
LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

The following information is provided pursuant to the annual reporting requirements provided by CRS 32-1-207(3)(c) regarding the activities of the District for the 12-month reporting period stated in the heading of this report:

(A) Boundary changes made

None

(B) Intergovernmental agreements entered into or terminated with other governmental entities

None

(C) Access information to obtain a copy of rules and regulations adopted by the board

The District Board's current policies, Design Guidelines, resolutions and the covenants applicable to all homes within the District are publicly accessible and posted in the document library on the District's website (www.luptonvillagermd.org)

(D) A summary of litigation involving public improvements owned by the special district

None

(E) The status of the construction of public improvements by the special district

N/A - The District has never constructed any public infrastructure that was subsequently turned over to the City of Fort Lupton. All debt issued by the District was used to subsidize costs incurred by the land developer to construct improvements on the developer's private land (thus, increasing the sales value of all undeveloped home lots on such land) prior to selling all home lots to a third-party home builder. The City only entered into agreements with the Developer that required the Developer – not the District – to construct the public infrastructure within the District.

Public improvements constructed by the Developer (and now maintained) by the District include (1) parking lots and alleyways serving the 254 townhome units, (2) community mailboxes, (3) entrance monument signs, (4) storm water drain outlet structures and detention pond areas, (5) dog park, (6) playground equipment, (7) sidewalks across certain open spaces and public right-of-ways and (8) landscaping and sprinkler systems on approximately 26 acres of open spaces throughout the District.

The Builder (Bessler Homes) completed construction of all 254 townhome units in 2024 and completed the construction of all 90 single family homes in 2023. Eastman Homes is currently constructing 27 age-restricted single family homes.

One remaining undeveloped land tract exists within the District and is platted for 56 age-restricted condos.

The District installed no new infrastructure in the current reporting year.

- (F) A list of facilities or improvements constructed by the special district that were conveyed or dedicated to the county or municipality

N/A – The District has never constructed any public infrastructure that was subsequently turned over to the City of Fort Lupton. All debt issued by the District was used to subsidize costs incurred by the land developer to construct improvements on the developer’s private land (thus, increasing the sales value of all undeveloped home lots on such land) prior to selling all home lots to a third-party home builder. The City only entered into agreements with the Developer that required the Developer – not the District – to construct the public infrastructure within the District.

- (G) The final assessed valuation of the special district as of December 31 of the reporting year

See **Exhibit A**

- (H) A copy of the current year's budget

See **Exhibit A**

- (I) A copy of the audited financial statements, if required by the “Colorado Local Government Audit Law”, part 6 of article 1 of title 29, or the application for exemption from audit, as applicable

See **Exhibit B**

- (J) Notice of any uncured defaults existing for more than ninety days under any debt instrument of the special district

None. The District’s debt is comprised of (1) single bond issued in 2021 and (2) a \$1.1 million note issued to the Developer in 2023 (issued 4 weeks prior to the Developer losing control the District’s board to homeowners). The 2021 Bond is a “cash flow” Bond (i.e. no fixed schedule of principal and interest payments due on the Bond) accruing simple interest at 4.625% per annum and matures in 2061.

The Developer Note is subordinate to the 2021 Bonds and does not accrue interest.

- (K) Any inability of the special district to pay its obligations as they come due under any obligation which continues beyond a ninety-day period.

N/A – The District has pledged all tax revenue generated from the maximum debt mill levy allowed under the District’s service plan (50 mills as adjusted for legislative changes to the calculation of the taxable value of property within the District). In the current reporting year, Pledged Revenues was not sufficient to fund the interest payment due on the 2021 Bonds.

The following additional information is provided pursuant to Section VII of the District's service plan (approved by the City on February 04, 2020):

- 1) Copies of the District's rules and regulations, if any.

The Board updated the following Board policies during the current reporting year:

- Alternative Dispute Resolution Policy [Exhibit C]
- Collection Policy [Exhibit D]
- Conflict of Interest Policy [Exhibit E]
- Park and Open Space Rules and Enforcement Policy [Exhibit F]
- Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records [Exhibit G]

During the current reporting year, the Board also updated the Design Guidelines and Standards for the single-family homes [Exhibit H] and for the Townhomes [Exhibit I].

- 2) A summary of any other litigation involving the District.

None

- 3) A certificate of compliance with the Service Plan.

The District is unaware of taking any actions during the current reporting period that constituted a material violation of the District's Service Plan.

Exhibit A

District's 2025 Adopted Budget, Certified Mill Levy and 2024 Assessed Valuation

Exhibit B

2024 Annual Financial Statements w Audit Opinion

Exhibit C

Alternative Dispute Resolution Policy

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Establishing Policies Regarding Dispute Resolution Between Members of the Common Interest
Community and the District (“Policy”)

WHEREAS, Lupton Village Residential Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, Article 6 Section 6.2 of the Declaration of Covenants, Conditions and Restrictions for Lupton Village Residential Metropolitan District (“Declaration”) provides procedures for mediation of disputes between the District and Members of the Common Interest Community; and

WHEREAS, Article 6 Section 6.3 of the Declaration of Covenants, Conditions and Restrictions for Lupton Village Residential Metropolitan District (“Declaration”) requires the District to comply with the Colorado Common Interest Ownership Act as provided in C.R.S. § 38-33.3-101, et seq., as the same may be amended from time to time; and

WHEREAS, Section 38-33.3-209.5(1)(b)(VIII), C.R.S., requires the District to adopt policies, procedures, and rules and regulations to addressing disputes arising between the District and unit owners; and

WHEREAS, the District Board of Directors (“Board”) wishes to set forth its policy regarding the resolution of disputes with Members for purposes of complying with the Colorado Law and promoting the fair and efficient resolution of disputes between the District and Common Interest Community Members;

WHEREAS, the Board desires to adopt this Resolution.

NOW, THEREFORE, the Board hereby RESOLVES:

1. **Dispute Resolution.**

In the event of any dispute involving the District and a Member, the Member is encouraged to exercise his/her rights under Article 6 (“Mediation”) of the Declaration and meet with the Board to resolve the dispute and without the need for litigation.

2. **No Waiver of Rights.**

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 District nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

3. **Deviations.**

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

4. **Definitions.**

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

5. **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 District and Common Interest Community.

6. **Severability.**

If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

ADOPTED this 8th day of August , 2024.

LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Signed by:

5EFEF14DD0C14CD...
Board President

ATTEST:


Signed by:

3E543FFBC86D4FD...
Board Secretary

Exhibit D

Collection Policy

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Establishing Guidelines for the Processing and Collection of Delinquent Fines, Charges and
Reimbursement Assessments

WHEREAS, Lupton Village Residential Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to §32-1-1004.5(3), C.R.S., the Board of Directors of the District (the "Board") is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the "Charges") to properties within and without (each property individually referred to herein as the "Property") the District's boundaries; and

WHEREAS, CRS 32-1-1004.5(3) states as follows:

"(a) In furnishing covenant enforcement and design review services for units, a board may fix, and from time to time increase or decrease, fees, rates, tolls, fines, penalties, or charges for covenant enforcement and design review services furnished pursuant to this section and section 32-1-1004 (8).

(b)

(i) Until paid, any fee, rate, toll, fine, penalty, or charge described in subsection (3)(A) of this section constitutes a perpetual lien on and against the unit for which covenant enforcement and design review services were provided.

(ii) The board of a metropolitan district furnishing covenant enforcement and design review services pursuant to this section and section 32-1-1004 (8) shall not foreclose on any lien described in this subsection (3)(B) that arises from amounts that a unit owner owes the metropolitan district as a result of a covenant violation or enforcement of a failure to comply with any instrument.

(iii) In addition to any other means provided by law, a board, by resolution and at a public meeting held after notice has been provided to an affected unit owner, may elect to have certain delinquent fees, rates, tolls, fines, penalties, charges, or assessments made or levied for covenant enforcement and design review services certified to the treasurer of the county in which the metropolitan district is located, and for the delinquent fees, rates, tolls, fines, penalties, charges, or assessments to be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected and paid over pursuant to section 39-10-107."

WHEREAS, CRS 32-1-1004.5(4)(a) states, "For any unit owner's failure to comply with an instrument, a metropolitan district, without needing to commence a legal proceeding, may seek reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of the failure to comply."

WHEREAS, the property within the District's boundaries is subject to that certain Declaration of Covenants, Conditions and Restrictions for Lupton Village Residential Metropolitan District, recorded in the real property records of the Clerk and Recorder of Adams, Colorado on August 05, 2021 at Reception Number 4743200 (the "Declaration"); and

WHEREAS, pursuant to the Declaration, the District is responsible for providing covenant enforcement, architectural review approval and other administrative services for the Property within the District and subject to the Declaration; and

WHEREAS, pursuant to the Declaration, the District has the authority to impose reasonable fines upon owners of Property subject to the Declaration for violations of the Declaration and any rules and regulations of the District, after providing such owner with notice and the opportunity for a hearing; and

WHEREAS, pursuant to §32-1-1001(1)(j)(I), C.R.S., until paid, the Charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens; and

WHEREAS, by this Policy (the "Policy"), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Charges imposed by the District, together with any and all Penalties and Costs of Collections (each defined separately in this Policy), (collectively, the "Delinquent Charges"); and

WHEREAS, notwithstanding anything in this Policy to the contrary, the guidelines set forth in this Policy are intended to create orderly and fair procedures for the processing and collection of Delinquent Charges and Reimbursement Assessments and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way; and

WHEREAS, the Board desires to adopt this Policy.

NOW, THEREFORE, the Board hereby RESOLVES:

1. Statement of Lien Guidelines

- a) Perpetual Lien. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Charges shall constitute a perpetual lien on and against the Property served by the District or the property subject to the Fine or Charge, as applicable (the "Lien"). Every Lien shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. Every Lien contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.
- b) In the event any or all of the guidelines set forth in this Policy are not followed, such deviation shall not affect the status of the Lien in any way.

2. Reimbursement Assessment

"Reimbursement Assessment" shall mean a charge against a particular Lot for the purpose of reimbursing the District for expenditures and other costs and expenses incurred by the District which arise from or are related to (a) any actions or violations of the Declaration or the Rules and Regulations by an Owner, or such occupant of a Lot or (b) damages to District property caused by an Owner or resident of a Lot.

3. Collection Process

- a) District's Manager Procedures. The District's Manager, (the "Manager") is responsible for collecting Charges and Reimbursement Assessments imposed by the District against the Property. In the event payment of Charges and Reimbursement Assessments is delinquent, the Manager may perform the procedures listed below. The Manager is not required to provide a payment plan, as discussed below in Section b(i)(b), if the owner does not occupy the unit and has acquired the property as a result of a default of a security interest encumbering the unit or foreclosure of the District's Lien; or, if the owner had previously entered into a payment plan with the District. The Charges and Reimbursement Assessments are considered delinquent when they have not been paid by their corresponding due date (the "Delinquent Account"):

 - i. Fifteen (15) Calendar Days Past Due: A delinquent payment "Reminder Letter" shall be sent to the address of the last known owner of the Property according to the Manager's records. In the event the above mailing is returned as undeliverable, the Manager shall send a second copy of the Reminder Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the Adams Assessor's Office (the "Assessor") (collectively, the "Property Address"). Said Reminder Letter shall: (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee in the amounts set forth in this Policy have been assessed; (3) reference the url address of the District's webpage where this Policy is displayed, if available and requested by the Board; and (4) shall include the following:
 - A. The total amount due to the District along with an accounting of how the total amount was determined; and
 - B. Whether the Owner may enter into a payment plan and instructions for contacting the District to arrange for and enter into a plan; and
 - C. 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; and
 - D. A statement indicating that action is required to cure the delinquency and that failure to do so within 30 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.
 - ii. Fifteen (15) Calendar Days From the Postmark Date of the Reminder Letter: A "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; (2) warning of further legal action should the Owner fail to pay the total amount due and owing; and (3) referencing the url address of the District's webpage where this Policy is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

- iii. Fifteen (15) Calendar Days from the Postmark Date of the Warning Letter: Once the total amount of Charges and Reimbursement Assessments owing on the Property has exceeded **\$500.00 and the 30-day timeframe in the Reminder Letter has expired**, the Manager may refer the Delinquent Account to the District's General Counsel (the "General Counsel") or to a collection agency. At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.
- c) General Counsel Procedures. Upon referral of a Delinquent Account from the Manager, General Counsel may perform the following:
 - i. Upon Referral of the Delinquent Account From the Manager: A "Demand Letter" may be sent to the Property Address, notifying the Owner that (a) the Property has been referred to General Counsel for further collections enforcement and (b) a statement of lien will be recorded with the County Clerk and Recorder's Office (the "Clerk and Recorder") within no sooner than ten (10) days from the postmark date of the Demand Letter. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.
 - ii. No Sooner than Ten (10) Calendar Days from the Postmark Date of the Demand Letter: A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the County Clerk and Recorder no sooner than ten (10) days from the postmark date of the Demand Letter is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all Delinquent Charges and Reimbursement Assessments will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing to the District is paid in full.
- d) Foreclosure or Bankruptcy. In circumstances where the Property is being foreclosed upon or where the Owner has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time-consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. The District may choose to foreclose on its lien. The District shall consider individually each recommendation for a foreclosure. Any foreclosure action shall be approved by the Board of Directors of the District via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

5. Late Fees and Interest

- a) Late fees shall not be assessed on the Property for failure to make timely payments of Charges and Reimbursement Assessments.
- b) Interest shall not accrue on any delinquent Charges and Reimbursement Assessments.

6. Penalties

"Penalties" may be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

7. Return Check Charges

A return check fee, not to exceed \$20.00, shall be assessed against the Property in the event any check or other instrument attributable to or payable for the benefit of such Property is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the District shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Property for which payment was tendered to the District. Returned check charges shall become effective on any instrument tendered to the District for payment of sums due. If two or more checks are returned unpaid by the bank within any fiscal year, the District may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order. This return check charge shall be in addition to any Penalties incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the underlying Charges and Reimbursement Assessments is not timely made within 15 days of the due date.

8. Costs of Collections

"Costs of Collections" include, but are not limited to, attorneys' fees and all costs, fees and charges associated with the processing and/or collection of delinquent Charges and Reimbursement Assessments.

- a) Attorney Fees and Costs. Upon transfer of a Delinquent Account to General Counsel, all attorneys' fees and costs, including, but not limited to, litigation and expert witness fees and costs, litigation guarantees, service of process and/or publications incurred by the District to collect or defend the Delinquent Charges and Reimbursement Assessments are assessed to the Delinquent Account and become part of the perpetual Lien on the Property. All such attorneys' fees and costs shall be reasonable.

9. Recovery of Costs of Collections

In accordance with §29-1-1102(8), C.R.S., nothing in this Policy shall be construed to prohibit the District from recovering all Charges and Reimbursement Assessments whether or not outlined above. For all Delinquent Accounts where (1) unpaid Charges and Reimbursement Assessments exceeds \$150 and (2) the Owners have either failed to enter into a payment plan with the District or are delinquent on their payment plan with the District, the District Manager shall submit the Charges and Reimbursement Assessments for all such Delinquent Accounts to the Board for consideration to turn over such amounts to the County Treasurer ("County Treasurer") for collection. In accordance with §32-1-1004.5(3)(b), the Board may elect, by resolution, at a public meeting held after issuing notice via certified mail to the respective Property owners, to have all unpaid Charges and Reimbursement Assessments certified to and collected and paid over by the County Treasurer in the same manner as taxes are authorized to be collected by the County Treasurer.

9. Waiver of Fines and Costs of Collections

- a) The Manager has authority and discretion to waive or reduce positions of the Delinquent Account attributable to Fines. When determining whether to waive Fines, the Manager may consider several factors including, but not limited to the following:
- history of violations issued on the property,
 - the nature of the property violations,
 - property owner's remediation plans (or lack thereof),
 - nature of communications between the property owner and the District,
 - factors that may have prevented timely correction of a violation

Notwithstanding the foregoing, the Manager shall not have the authority to waive Fines which, in the aggregate, exceeds One Hundred Fifty Dollars (\$150.00) each calendar year. In such case, the Owner of a Property owing in excess of One Hundred Fifty Dollars (\$150.00) in Fines and requesting such a waiver shall submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

- b) Neither the Manager nor General Counsel is authorized to waive any portion of the Costs of Collections. Should the Property owner desire a waiver of such Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.
- c) Any waiver or reduction of Fines or Costs of Collections granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Fines or Costs of Collections, or as the promise to waive or reduce future Fines or Costs of Collections. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, Manager, or General Counsel, whether related to the Property in question or other properties within the District.

10. Payment Plans

An Owner of Property that is delinquent in payment of Charges and Reimbursement Assessments who had not previously entered into a payment plan with the District, may enter into a payment plan with the District, which plan shall be for a minimum of six months or such other term as may be approved by the Board of Directors. This payment plan is not available to Owners who previously entered into a payment plan with the District or Owners who do not occupy the unit and acquired the property as a result of a default of a security interest or foreclosure of the District's lien. In the event the Owner defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing Charges and Reimbursement Assessments imposed by the District, the District 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 and the entire amount owed becomes immediately due and payable. The Manager and General Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account up to a maximum period of twelve months. Should the Manager or General Counsel elect not to enter into a payment plan with the Owner or the Owner requests a payment plan

longer than twelve months, the Owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

11. Application of Payments

Payments received will be applied to the balance due in the following order of priority: (1) Costs of Collections; (2) legal fees and Costs; (3) the earliest imposed and unpaid Charges and Reimbursement Assessments; (4) any successive unpaid Charges and Reimbursement Assessments in chronological order from the earliest unpaid Charges and Reimbursement Assessments to the most recently imposed Charges and Reimbursement Assessments.

12. Ratification of Past Actions

All acts, omissions, waivers and/or payment plans heretofor undertaken by the Manager or General Counsel that would otherwise have been authorized by or not required by this Policy are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

13. Additional Actions

The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Policy.

14. Deviations

The District may deviate from the procedures or waive guidelines set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances. Notwithstanding the foregoing, the guidelines set forth in this Policy are intended to create orderly and fair procedures for the processing and collection of Delinquent Charges and Reimbursement Assessments and to provide additional notice to interested parties, including, but not limited to, title companies and the Owner.

15. Supersedes Prior Policies

This Policy shall supersede and replace in their entirety all prior policies addressing the processing and/or collection of Delinquent Charges and Reimbursement Assessments, including the Prior Policy. To the extent that any term or provision in this Policy conflicts with any term or provision in a previously enacted and valid policy of the District, the term or provision in this Policy shall prevail.

16. Severability

If any term, condition or provision of this Policy shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Policy, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Policy a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

17. Savings Provision

The failure to comply with the procedures set forth herein shall not affect the status of the Delinquent Fines, Charges and Reimbursement Assessments as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the Delinquent Fines, Charges and Reimbursement Assessments.

18. Amendment

This Policy may be amended from time to time by the Board at its discretion.

ADOPTED this 08th day of August 2024.

LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Signed by:

Jeanne Hughes

5EFEF14DD0C14CD...

Board President

ATTEST:

Signed by:

Brad Kaatz

3E543EEBC86D4ED...

Board Secretary

Exhibit E

Conflict of Interest Policy

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Establishing Policies Regarding Conflicts of Interest ("Policy")

WHEREAS, Lupton Village Residential Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, Section 18-8-308, C.R.S., identifies the penalties imposed on a public servant for failure to disclose a conflict of interest; and

WHEREAS, Section 24-18-104, C.R.S., provides rules of conduct for all public officers, local government officials, and employees; and

WHEREAS, Section 24-18-105, C.R.S., provides ethical principles for public officers, local government officials, and employees; and

WHEREAS, Section 24-18-109, C.R.S., provides certain rules of conduct for local government officials and employees; and

WHEREAS, Section 32-1-902(3)(b), C.R.S., provides certain rules regarding board member compensation and voting on issues where a board member has a conflict of interest; and

WHEREAS, Section 32-1-1001(d)(II), C.R.S., provides certain rules and restrictions regarding contracts between the District and a board member (or an entity controlled by a board member); and

WHEREAS, the District Board of Directors ("Board") wishes to set forth this Policy for defining conflicts of interest, monitoring and managing conflicts of interest and establishing a code of ethics for purposes of complying with the Colorado Law and maintaining the confidence of District residents in its elected Board;

WHEREAS, the Board desires to adopt this Policy.

NOW, THEREFORE, the Board hereby RESOLVES:

1. General Duty.

The Board 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 within the District. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the District. All Directors shall comply with all lawful provisions of the Declaration, Design Guidelines, this Policy and Colorado Law.

2. Definitions.

"Confidential District Information" includes (a) phone numbers and emails of district residents and homeowners that has been collected by the District and for which no express permission has been provided by the owners to disclose such information to the general public, (b) information and opinions discussed by Board members in an executive session, and (c) information and Board communications that are subject to attorney/client privilege. Property account balances with the District are not considered confidential information. However, communications and information connected to any lawsuits filed against homeowners regarding non-compliance with the Declaration is considered Confidential District Information.

"Conflicting Interest Transaction" includes (a) a contract, transaction, or other financial relationship between the District and (i) a Director, (ii) a Party Related to a Director, (iii) an entity in which a Director is a director or

officer or has a significant financial interest¹ or (iv) an entity which has significant contractual business relationships with an entity in which a Director is a director or officer or has a significant financial interest² and (b) a contract, transaction, or other financial relationship between a Director and a person or entity who has filed a lawsuit against the District or is threatening to file a lawsuit against the District.

"Director" means a member of the District's Board of Directors;

"Party Related to a Director" means a spouse, spousal equivalent, dependent, an estate or trust in which the Director or a Director's spouse, spousal equivalent, or dependent has a beneficial interest, or an entity in which a Director's spouse, spousal equivalent, or dependent is a director or officer has a significant financial interest.

3. **Disclosure of Conflict.**

Directors are responsible for ensuring conflict of interest disclosures filed with the Colorado Secretary of State are complete and accurate. Directors shall contact and consult with the District's attorney regarding all potential Conflicting Interest Transactions. All Conflicting Interest Transactions must be separately identified and disclosed within the conflict of interest disclosure filed with the Colorado Secretary of State.

At the beginning of each board meeting, Directors shall verbally disclose whether they are party to any existing Conflicting Interest Transaction or may become party to a Conflicting Interest Transaction depending on the outcome of business to be conducted by the Board at the meeting. Directors shall be prohibited from voting on matters related to existing Conflicting Interest Transactions and matters that may create a Conflicting Interest Transaction (for example, approving a service contract, loan or other financial transaction with a Director-owned company or employer of a Director). Director(s) who are party to such transactions (or potential transactions) shall not participate in nor be present for any Board discussions on such matters. The minutes of the meeting shall reflect the disclosures made by Directors, the abstention from voting, the composition of the quorum and record who voted for and against any matter regarding a Conflicting Interest Transaction.

4. **Conflicting Interest Transaction.**

Conflicting Interest Transactions shall only be considered by the Board after the facts regarding the Conflicting Interest Transaction are disclosed to the Board. A majority of the disinterested Directors, even if less than a quorum, in good faith may approve a Conflicting Interest Transaction.

5. **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 District.
- 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 person³ who is seeking to obtain contractual or other business or financial relationship with the District.
- D. No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

¹ Significant financial interest refers to the significance of the interest to the entity (as opposed to the person who owns the interest) and does not necessarily need to be a majority ownership interest.

² Significant financial interest refers to the significance of the interest to the entity (as opposed to the person who owns the interest) and does not necessarily need to be a majority ownership interest.

³ This includes homeowners who are submitting design request forms to the Board for review and consideration.

- E. No loans shall be made by the District to its Directors or Officers.
- F. No Director shall interfere with a contractor engaged by the District while a contract is in progress. All communications with District contractors shall go through the Board President or be in accordance with this Policy.
- G. No Director shall harass, threaten, or attempt through any means to control or instill fear in any Owner, Director or agent of the District.
- H. Directors shall refrain from representing to anybody that they individually can speak on behalf of the entire Board regarding any matters that must be voted on by the entire Board. Directors are expressly prohibited from executing any contract or transaction or approving/denying any design request form without first allowing the Board to vote on the matter.
- I. Any Director convicted of a felony shall be removed from the Board as required per 32-1-905(1) CRS.
- J. No Director shall knowingly misrepresent any facts to any District resident, Director, contractor or other person or entity to whom the District provides services or with whom the District conducts business or may conduct business.
- K. Directors shall not disclose Confidential District Information to any person or entity without first obtaining Board approval.

6. Director Compensation.

No Director shall receive any compensation as an employee of the District. However, each Director may receive as compensation for the Director's service a sum not in excess of \$1,600 per annum, payable not to exceed \$100 per meeting attended.

Board approval of the budget (which includes approval of the per-meeting stipend) and any subsequent amendments thereto are binding on the Directors. Directors shall not subsequently lay claim to a higher meeting stipend than what was ratified by the Director at the budget meeting.

7. Deviations.

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

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 District and the Property.

10. Severability.

If any term, condition or provision of this Policy shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Policy, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Policy a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

ADOPTED this 8th day of August 2024.

LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Signed by:

Jeanne Hughes

5EEEE14DD0C14CD

Board President

ATTEST:

Signed by:

Brad Kaatz

3E543FFBC86D4FD...

Board Secretary

Exhibit F

Park and Open Spaces Rules and Enforcement Policy

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Establishing rules and regulations regarding the use of District-owned parks and open spaces and policies regarding the enforcement of such rules and regulations

WHEREAS, Lupton Village Residential Metropolitan District No. 1 (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to §32-1-1004(8), C.R.S., the District is authorized to provide covenant enforcement services to properties within (each property individually referred to herein as the "Property") the District's boundaries; and

WHEREAS, the District owns 20 land tracts comprised of approximately 26 acres of open spaces, storm water detention ponds, alleyways and private streets;

WHEREAS, the District levies property taxes and fees to fund the maintenance and operation of the public parks and open spaces throughout the District;

WHEREAS, the District is responsible for ensuring the District's parks and open spaces are well maintained and can be enjoyed by all residents and guests of the District; and

WHEREAS, the Board desires to adopt this Resolution.

NOW, THEREFORE, the Board hereby RESOLVES:

1. Rules regarding use of District parks and open spaces:

- a) No motorized vehicles may be operated on District-owned land other than land used for private streets, alleyways and parking spaces. Off-highway vehicles (OHVs), as defined by Section 33-14.5-101 C.R.S., may not be operated on district owned land, including but not limited to trails, parking lots, and roadways. OHVs include dirt bikes, three-wheelers, four-wheelers, and dune buggies.
- b) Pets must be kept on leashes at all times.
- c) Pet waste must be immediately removed from District-owned land and deposited in trash cans at any one of several District-maintained pet stations throughout the community.
- d) Guests and residents shall not cross over or through planter beds or rockbeds.
- e) Guests shall not play unreasonably loud music or make loud noises that causes a disturbance to nearby residents.
- f) Littering on District land is prohibited.
- g) Vandalism of District property is prohibited.

2. Resident-Reported Complaints:

Resident-reported violations of this Resolution must include a time-stamped photo or video of the individual(s) (and pet, if applicable) who are allegedly violating section 1 of this Resolution. The District may dismiss any Resident-reported violations that are not documented with time-stamped photos or videos of the alleged incident that occurred in violation

of this Resolution. The District, in its sole discretion, shall decide whether Resident-reported violations of this Resolution are valid and enforceable.

3. Notice and Fines:

- a. Identification: The District shall issue violation notices and/or fines only when (1) the District concludes a violation of section 2 of this Resolution has occurred and (2) the resident address of the individual(s) committing the violation(s) can be determined.
- b. Fines: The District may issue a warning against each individual that has never previously committed a violation of Section 1 of this Resolution. Unless a warning notice is issued, the District shall levy a fine of \$50 against each individual that has committed a violation of Section 1 of this Resolution. Subsequent violations of this Resolution by an individual shall be fined at the rate of \$100 per incident per individual.
- c. Notice. The District shall send all violation notices to individuals who violated this Resolution via certified mail. If the District has an email address of such individual on file, violation notices may also be sent via email.
- d. Notice Language: The written notice shall be in English.
- e. Collection: For District residents, the District may collect fines in accordance with the Board's covenant enforcement and collection policies. For non-District residents, the District may turn over such individuals to a third-party collection agency.
- f. Penalties & Interest: The District shall not accrue penalties and interest on uncollected fines. However, the District shall recover all legal and collection costs incurred by the District related to enforcing this Resolution against an individual who has violated this Resolution.
- g. Appeal: Individuals who violate this Resolution and receive a violation notice from the District are entitled to a hearing on the merits of the District-alleged violation provided that such hearing is requested by the Individual in writing within 15 business days of the date of the violation notice. If a hearing is requested by such Individuals, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, shall serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.
- h. Impartial Decision Maker: Pursuant to Colorado Law, the owner of the alleged Property in Violation 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 covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the [Community] 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 [Community]."

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, or any other individual or group of individuals.

- i. 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 District nor the noticed Individual committing the alleged violation are required to be in attendance at the hearing. Hearings will be held in executive session. The Impartial Decision Maker shall base its decision solely on the matters set forth in the District's Notice and Complaint, results of the investigation and such other credible evidence as may be presented at the hearing.

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.

- j. Failure to Timely Request Hearing. If the noticed Individual fails to request a hearing within 15 business days of the date of a Violation Notice, or fails to appear at the hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the District's 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 District may (1) if the Individual is an Owner in the District, attach a fine to the Lot pursuant to these policies and procedures or (2) open an account on its ledgers and record a receivable due from the Individual.
- k. Notification of Decision. The decision of the Impartial Decision Maker shall be in writing and provided to the noticed Individual within 30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.

4. **Notice Responsibilities Regarding this Policy:**

Unit Owners are responsible for informing their residents and guests regarding this District Policy. The District is responsible for informing Unit Owners regarding this Policy and any subsequent changes to this Policy. Posting this Policy (and all subsequent amendments thereto) on the District's website and emailing such Policy to all Owners that have provided the District with an email address is considered sufficient notice provided by the District to Unit Owners.

5. **Additional Actions:**

The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

6. **Deviations:**

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

7. **Supersedes Prior Resolutions:**

This Resolution shall supersede and replace in their entirety all prior resolutions establishing rules and regulations regarding the use of District-owned parks and open spaces and policies regarding the enforcement of such rules and regulations. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the terms or provisions in this Resolution shall prevail.

8. **Severability:**

If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

9. **Savings Provision:**

Failure by the Manager, General Counsel or other authorized representative to take any action in accordance with this Resolution shall not invalidate subsequent efforts by the District to enforce this Resolution.

ADOPTED this 13th day of June 2024.

LUPTON VILLAGE RESIDENTIAL METROPOLITAN
DISTRICT

DocuSigned by:

Jeana Hughes

5EEEF14DD0C14CD...

Jeana Hughes, Board President

ATTEST:

DocuSigned by:

Brad Kaatz

3E543FFBC88D4FD...

Bradly Kaatz, Secretary

Exhibit G

Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records

RESOLUTION OF THE BOARD OF DIRECTORS OF LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

A RESOLUTION ADOPTING AN AMENDED AND RESTATED PUBLIC RECORDS POLICY REGARDING THE INSPECTION, RETENTION AND DISPOSAL OF PUBLIC RECORDS

WHEREAS, the Colorado Open Records Act ("Open Records Act"), as set forth in Sections 24-72-200.1 et seq., C.R.S., as amended, requires all public records of political subdivisions of the State to be open for inspection by any person at reasonable times except as otherwise provided in the Open Records Act; and

WHEREAS, the Colorado State Archives (the "State Archives") has created a Special District Records Management Manual ("Retention Schedule"), which sets forth a timeline for special districts to retain and dispose of their public records; and

WHEREAS, on October 23, 2024 the Board of Directors (the "Board") of Lupton Village Residential Metropolitan District (the "District") adopted a Public Records Request Policy (the "Prior Public Records Request Policy"); and

WHEREAS, the Board of the District desires by this Resolution to adopt this Amended and Restated Public Records Policy regarding the inspection, retention and disposal of public records in compliance with the Open Records Act and pursuant to the State Archives' Retention Schedule ("Public Records Policy").

NOW THEREFORE, THE BOARD OF DIRECTORS OF LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT HEREBY ADOPT THE FOLLOWING AMENDED AND RESTATED PUBLIC RECORDS POLICY:

1. Repeal of Prior Public Records Request Policy. The Prior Public Records Request Policy is hereby repealed in its and replaced with this Public Records Policy.
2. Definition of Public Records. The term "public records," as used herein, shall have the same meaning given to such term in the Open Records Act.
3. Official Custodian. The District shall appoint an official custodian of the District's public records annually in its annual resolution. The official custodian shall be responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control, as provided in the Open Records Act. All references herein to "custodian" shall mean the "official custodian" appointed as described herein.
4. Inspection of Public Records. All public records of the District shall be available for public inspection by any person at reasonable times as provided in the Open Records Act. All requests for public records shall be made in writing and submitted to the custodian of the District on the Request for Inspection/Copy of Public Records Request Form attached hereto as Exhibit A, and such requests shall comply with the requirements of the Open Records Act. The District and the custodian will comply with the requirements of the Open Records Act and any other federal or state laws with respect to whether it must, may, or cannot produce public records, or other documents or information requested, and the fees it charges for producing such public records, or other documents or information.

5. Receipt of Public Records Request. All requests to inspect public records shall be in writing and delivered to the official custodian. Upon the receipt of a written request to inspect public records, the custodian or his or her designee shall set a date and hour at which time the requested public records will be available for inspection, which date and hour of inspection shall be between the hours of 8:00 A.M. and 5:00 P.M., Mountain Standard Time. The custodian will provide public records within three (3) working days or less from the date such public records were requested for inspection unless extenuating circumstances exist as provided in Section 24-72-203(3)(b), C.R.S. The day the public records request is received, weekends, and legally recognized holidays shall not count as a working day for the purposes of computing the date set for inspection of public records. A modification to a request for public records is considered a new request.

6. Copies of Public Records. Within the period specified in Section 24-72-203(3), C.R.S., the official custodian or his or her designee shall notify the person requesting a copy of the public records that a copy of the public records is available but will only be sent to the requester once the Official Custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, regardless of whether provided for herein, unless recovery of all or any portion of such costs or fees has been waived by the official custodian. Upon receipt of such payment, the official custodian or his or her designee shall send a copy of the public records to the requester as soon as practicable but no longer than the time period prescribed in the Open Records Act, or making arrangements to receive, such payment. Estimated charges are estimates only and actual costs shall be charged to the requester or public records once determined.

7. Fees for Copies of Public Records. The official custodian or his or her designee shall furnish, for a fee as set forth herein, a copy, printout, or photograph of the District's public records requested. The fee shall be twenty-five cents (\$0.25) per standard page, or such other maximum amount as authorized by Section 24-72-205(5), C.R.S., for a copy, printout, or photograph of the public record except as follows:

- a. No per-page fee may be charged when the District's public records are provided in a digital or electronic format;
- b. When the format is other than a standard page, the fee shall not exceed the actual cost of providing the copy, printout, or photograph;
- c. If other facilities are necessary to make a copy of the public records, the cost of providing the copy at the other facilities shall be paid by the person requesting the copy;
- d. If the public records are a result of computer output other than word processing, the fee for a copy, printout, or photograph thereof may be based on recovery of the actual incremental costs of providing the electronic services and products together with a reasonable portion of the costs associated with building and maintaining the information system;
- e. If, in response to a specific request, the District has performed a manipulation of data so as to generate a record in a form not used by the District, a reasonable fee may be charged to the person making the request, which fee shall not exceed the actual costs

of manipulating the data and generating the record in accordance with the request; and

- f. Where the fee for a certified copy or other copy, printout, or photograph of a public record is specifically prescribed by law, that specific fee shall apply in lieu of the fee(s) set forth herein.

8. Research and Retrieval Fees. In addition to the fees set forth above, in accordance with Section 24-72-205(6), C.R.S., the official custodian or his or her designee may charge a research and retrieval fee of \$33.58 per hour, or such other maximum hourly fee as may be adjusted from time to time pursuant to Section 24-72-205(6)(b), C.R.S., for time spent by the District's directors, employees, agents, and consultants researching, retrieving, gathering, collecting, compiling, preparing, redacting, manipulating, and/or otherwise producing records in order to respond to a request for public records. Provided, however, that such research and retrieval fee may not be imposed for the first hour of time expended in connection with such research and retrieval activities related to a request for public records but may be imposed for each subsequent hour. For the avoidance of doubt, directors shall not receive any compensation whatsoever for their time researching, retrieving, gathering, collecting, compiling, preparing, redacting, manipulating, and/or otherwise producing records in order to respond to a request for public records.

9. Transmission of Copies of Public Records. In addition to the fees set forth above, where the person requesting the public records requests the transmission of a certified copy or other copy, printout, or photograph of a public record by United States mail or other non-electronic delivery service, the official custodian or his or her designee may charge the costs associated with such transmission, except that no transmission fees may be charged to the records requester for transmitting a public record via electronic mail.

10. Payment of Fees. All fees associated with the production of the District's public records requested by the person inspecting said public records, as set forth in Paragraphs 6 through 9 above, shall be received by the District before the delivery or inspection of said public records. If the District allows the public to pay for other services or products provided by the District with a credit card or other electronic payment method, the District shall allow the person requesting inspection of the public records to pay any fees or deposit associated with a record request via a credit card or other electronic payment method. In addition to the fees set forth in Paragraphs 6 through 9 above, the official custodian or his or her designee may also charge any service charge or fee imposed by the processor of a credit card or electronic payment.

11. Electronic Records and Signatures. Pursuant to Section 32-1-1001(1)(o), C.R.S., the Board hereby authorizes the use of electronic records and electronic signatures relating to a transaction. The use of electronic records and electronic signatures in a transaction shall be governed by the Uniform Electronic Transaction Act ("UETA"), as set forth in Sections 24-71.3-101 et seq., C.R.S., as amended.

- a. The term "electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means. The term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The term "transaction" means an action or set of actions occurring between two or more persons relating to the conduct of business, commercial, charitable or governmental affairs, except as otherwise provided by the UETA.

- b. The use of electronic records and signatures is authorized in transactions between and among the District, its directors, officers, agents, employees, and assigns, and third parties (collectively, the "Parties") that have agreed to conduct transactions by electronic means. Whether the Parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the Parties' conduct.
- c. An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.
- d. If a law requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable law, is attached to or logically associated with the signature or record.

12. Electronic Mail Policy. Pursuant to Section 24-72-204.5, C.R.S., the Board hereby adopts the following electronic mail policy ("E-mail Policy") to establish guidelines for the responsible and efficient use of electronic mail ("E-mail") services and to clearly set forth the rights and responsibilities of the Districts' current and/or future employees, regarding their use of E-mail.

- a. E-Mail Defined. E-Mail means an electronic message transmitted between two or more computers or electronic terminals, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval. E-mail includes electronic messages that are transmitted through a local, regional, or global computer network.
- b. Scope of Policy. All E-mail communications and associated attachments transmitted or received over the District's network are subject to the provisions of this policy. Additionally, since Colorado law provides that E-mail communications written in the conduct of public business are generally considered to be public records, all E-mail communications written and sent in the conduct of public business by employees of the District is subject to applicable provisions of this E-mail Policy, regardless of whether the communication was sent or received on a public or privately-owned personal computer.
- c. Application of Public Records Statute to E-Mail. The Open Records Act treats electronic documents and files, including E-mails, in the same manner as paper documents. All such documents are generally considered to be public records and are subject to public inspection unless such documents are covered by a specific statutory exception. E-mail messages which are public records must be retained in either paper or electronic format in accordance with the Special District Records Retention Schedule adopted by the District. E-mail messages which are not public records should be deleted after viewing.
- d. Monitoring of E-Mail Communications by the District. The District does not intend to monitor E-mail usage by its employees, if any, in a regular or systematic fashion;

however, it does reserve the right to monitor such usage from time to time and without prior notice. Such monitoring may include tracking addresses of E-mails sent and received, accessing in-box messages, accessing messages in folders, and accessing archived messages. Furthermore, the District may disclose e-mail communications sent to, received by, or relating to an employee to law enforcement officials without giving prior notice to the employee.

13. Retention and Disposal of Public Records.

- a. Public Records Retention and Disposal Schedule. Subject to approval by the Colorado State Archives, the District hereby adopts the Retention Schedule located on the State Archives website at <https://www.colorado.gov/pacific/archives/special-districts-records-management-manual-0>, which schedule may be amended from time to time by the Colorado State Archives, for purposes of identifying all public records to be retained by the District for a specified time period as provided therein.
- b. Destruction of Public Records. Public records of the District shall be destroyed in accordance with the Retention Schedule by shredding, recycling, or disposing of such public records in a landfill; provided, however, that those public records of the District deemed to be confidential in nature shall be destroyed by shredding or destroyed professionally by a company that can certify to the security of the destruction. Furthermore, no public records of the District shall be destroyed pursuant to the Retention Schedule so long as such public records pertain to any pending legal case, claim, action or audit involving the District or if the District's legal counsel determines such documents should be retained for other purposes.

14. Conflicts. In the event of a conflict between a provision set forth in this Public Records Policy and the Open Records Act, or this Public Records Policy and any other federal or state law including the UETA, the federal or state law provision shall control and this Public Record Policy shall be deemed amended to comply with all federal or state law provisions without further action by the Board.

15. Amendments to Public Records Policy. The Board may amend this Public Records Policy from time to time as the Board deems necessary.

16. Effective Date. This Public Records Policy shall take effect on the date and at the time of its adoption.

ADOPTED AND APPROVED this 23RD day of October 23, 2024.

LUPTON VILLAGE RESIDENTIAL METROPOLITAN
DISTRICT

Signed by:

Jeana Hughes

5EFEF14DD0C14CD...

Jeana Hughes, Board President

ATTEST:

Signed by:

Brad Kaatz

3E543FFBC86D4FD...

Brad Kaatz, Board Secretary

Exhibit H

Design Guidelines and Standards – Single Family Homes

Exhibit I

Design Guidelines and Standards – Townhomes