

**AMENDED AND RESTATED
RESOLUTION
OF THE BOARD OF DIRECTORS OF
BEACON POINT METROPOLITAN DISTRICT**

**ADOPTING STATUS LETTER AND ESCROW PROCEDURES FOR LANDSCAPING
AND PAINTING VIOLATIONS**

WHEREAS, Beacon Point Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered to have the management, control, and supervision of all business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District enforces the Protective Covenants of Beacon Point that were recorded on April 29, 2005 with the Clerk and Recorded of Arapahoe County at Reception No. B5060926 (the “**Covenants**”), the Amended and Restated Improvement Guidelines, Standards and Processes dated May 11, 2016 (the “**Guidelines**”) and other validly adopted rules, regulations and policies (the “**Policies**” and collectively, along with the Covenant and Guidelines, the “**Rules**”); and

WHEREAS, pursuant to the terms and conditions of the Covenants, the District is authorized to adopt, enact, amend, modify and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District, which until such fees, rates, tolls, charges and penalties are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, there has been an increase in the number of covenant violations relating to landscaping maintenance and painting violations (collectively, the “**Increased Violations**”) at or around the time of a sale of a Lot (as that term is defined in the Covenants) within the District; and

WHEREAS, it has been brought to the attention of the District that the Increased Violations are not being cured prior to the sale of Lots to a new homeowners; and

WHEREAS, due to the Increased Violations, the District desires to adopt a policy to supplement the existing Rules regarding enforcement and to uniformly address the completion of status letter requests received from title companies and prepared by the District’s management company; and

WHEREAS, the District also desires to establish an escrow policy at the time of re-sale of Lots to be used to satisfy the Increased Violations which negatively impact the outward appearance of the Property in violation of the Rules; and

WHEREAS, pursuant to §§ 32-1-1001(1)(j)(I) and 32-1-1004(8)(a)(II), C.R.S, the District desires to adopt fees and charges for the services provided in addition to fees and charges currently imposed by the District; and

WHEREAS, on February 11, 2021 the Board adopted the Resolution of the Board of Directors of the Beacon Point Metropolitan District Adopting Status Letter and Escrow Procedures for Landscaping and Painting Violations (the “Prior Policy”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Recitals. The Recitals are incorporated herein by this reference.
2. Terms. All terms used in this Resolution shall have the same meaning as set forth in the Rules, unless otherwise specified in the Recitals above or in the Resolution adopted herein.
3. Purpose. The District has determined that, due to significant noncompliance with regard to those provisions of the Rules related to the maintenance of landscaping of Lots and painting of homes within the District, it is essential that the District exercise its discretion to implement additional policies to maintain the quality and integrity of the Beacon Point community and to prevent a decrease in property values.
4. Adoption of Status Letter and Escrow Procedures for Landscaping and Painting Violations. The Board hereby adopts the status letter and escrow procedures set forth in **Exhibit A**, attached hereto and made a part hereof, for the Increased Violations.
5. Remedies. This Resolution and the procedures set forth herein shall be in addition to all other enforcement means which are available to the District.
6. Severability. If any term or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of the Resolution or rules and regulations, as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.
7. Amendment. The District expressly reserves the right to amend, revise, redact and/or repeal this Resolution, in whole or in part, from time to time in order to further the purpose of carrying on the business of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new policies as may be necessary in the District’s discretion.

Signature page follows.

RESOLVED, ADOPTED AND APPROVED THIS 11th DAY OF FEBRUARY, 2026.

BEACON POINT METROPOLITAN DISTRICT


dave guy (Feb 20, 2026 08:51:28 MST)

Officer of the District

ATTEST:


Peter Rouse (Feb 20, 2026 09:41:24 MST)

*Signature page to Resolution of the Board of Directors of Beacon Point Metropolitan District
Adopting Status Letter and Escrow Procedures*

EXHIBIT A

Status Letter and Escrow Procedures for Increased Violations

Lots within the Beacon Point Metropolitan District (the "District") shall be inspected for Violations prior to the sale/closing of the Lot to a new homeowner, as described below:

1. Inspection of a Lot will be triggered when the District's management company receives a final request from a title company or other entity indicating the upcoming sale of a Lot within the boundaries of the District (the "Status Letter Request", may also be referred to by the management company as a "Final Request" as defined by a request from a title company for a letter to outline closing requirements and fees).
2. The District's management company or another representative of the District (the "Inspector") will inspect the Lot for Violations within 2 business days of receipt of the Status Letter Request.
3. If the Lot for which the Status Letter Request was received shows, upon inspection, no existing Violations, the District's management company shall proceed with the standard procedures for completing a Status Letter Request which include the following: reviewing the owner's ledger and determining fees to be collected (collectively, the "Status Letter Response").
4. If the Lot for which the Status Letter Request was received shows, upon inspection, a violation as one classified as a Violations, the District's management company shall follow the procedures in the Status Letter Response and include the following: a. Specific information on the Violation(s), picture(s) of the violation(s), the section(s) of the Rules violated and the work to be completed to cure the Violation(s). b. Said information will be sent to the Covenant Enforcement Counsel who will respond as needed.
5. If a party claims that the Violation(s) has/have been cured prior to the sale-closing date, the Inspector will re-inspect the Lot and, if the Violation(s) has/have been cured, will provide a new Status Letter Response verifying compliance.
6. If compliance was not achieved by the sale/closing date, the Inspector will re-inspect the Lot upon expiration of the Deadline. a. If the Violation(s) has/have been cured by the Deadline, the Inspector will instruct the title company to release the Escrowed Funds to the party providing proof of payment for curing the Violations. b. If the Violation(s) has/have not been cured by the Deadline, the Inspector will instruct the title company to release the Escrowed Funds to the buyer of the Lot.
7. Covenant Enforcement Counsel will track Deadlines and follow up as needed per the Escrow Agreement. For Lots with Violations, escrow amounts are as follows:

Landscape Maintenance:

1. Weeds- \$250
2. Health of grass- \$250

3. Dead lawn- \$1,000
4. Dead tree- \$500, each
5. Dead shrub(s)- \$150, each
6. Unfinished landscape- \$1,000
7. Fence Damage- \$500 House
8. Missing Trees - \$500, each
9. Undersized Trees - \$500, each

Maintenance:

1. Painting- \$10,000
2. Roofing- \$15,000
3. Broken Window and/or Door- \$500, each
4. Driveway Damage- \$1,000