

RESOLUTION NO. 2024-12-06

**RESOLUTION OF THE BOARD OF DIRECTORS OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
ADOPTING POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PRAIRIE CENTER RESIDENTIAL**

WHEREAS, Prairie Center Metropolitan District No. 7 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Brighton, Colorado (the “**City**”); and

WHEREAS, the District operates pursuant to its First Amended and Restated Service Plan approved by the City on effective as of November 4, 2008, as the same has been or may be amended and/or modified from time to time (the “**Service Plan**”); and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district;” and

WHEREAS, pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power “to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district;” and

WHEREAS, GKT Brighton Residential Development, L.L.C, a Missouri limited liability company, (the “**Declarant**”) has caused to be recorded the Declaration of Master Design Review Covenants and Use Restrictions for Prairie Center Residential, on May 11, 2018, at Reception No. 2018000038297 of the Adams County, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Declaration**”) applicable to the real property within the District (the “**Property**”); and

WHEREAS, pursuant to Section 32-1-1004(8), C.R.S., and other applicable law, a metropolitan district may provide covenant enforcement within the district if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity; and

WHEREAS, the Declarant Control Period, as defined in the Declaration, has expired and, therefore, in accordance with Section 9.2 therein, the District has succeeded to all duties, rights, powers and obligations granted to or imposed upon the Declarant; and

WHEREAS, pursuant to Section 32-1-1004.5, C.R.S., the District is required to adopt a written policy regarding its Covenant Enforcement and Design Review Services; and

WHEREAS, the District desires to provide for the orderly and efficient enforcement of the Declaration in compliance with applicable state law by this written policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7:

1. The Board of Directors of the District hereby adopts the Policies and Procedures Governing the Enforcement of the Declaration of Master Design Review Covenants and Use Restrictions for Prairie Center Residential as described in **Exhibit A**, attached hereto and incorporated herein by this reference (“**District Policies and Procedures**”).


2. The Board of Directors declares that the District Policies and Procedures are effective as of December 9, 2024.

3. In the event of any conflict between the District Policies and Procedures and the covenants set forth in the Declaration or the Design Guidelines and Use Restrictions and Policies and Procedures adopted by the Design Review Committee (as defined in the Declaration and appointed by the Declarant) prior to the expiration of the Declarant Control Period, the District Policies and Procedures and applicable statutory limitations shall govern; and

4. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

APPROVED AND ADOPTED this 9th day of December, 2024.

PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 7

By: 
Michael Tamblyn, President

Attest:


Secretary

EXHIBIT A

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 7
POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE
DECLARATION OF MASTER DESIGN REVIEW COVENANTS AND USE
RESTRICTIONS FOR PRAIRIE CENTER RESIDENTIAL**

Preamble

The Board of Directors of the Prairie Center Metropolitan District No. 7 (the “**District**”), has adopted the following Policies and Procedures Governing the Enforcement of the Declaration of Master Design Review Covenants and Use Restrictions for Prairie Center Residential (“**District Policies and Procedures**”) pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(j)(I.5), 32-1-1001(1)(m), 32-1-1004(8) and 32-1-1004.5, C.R.S. These District Policies and Procedures provide for the orderly and efficient enforcement of the Declaration of Master Design Review Covenants and Use Restrictions for Prairie Center Residential, recorded on May 11, 2018, at Reception No. 2018000038297 of the Adams County, Colorado, real property records and as may be amended from time to time (the “**Covenants**”). The property against which the Declaration has been recorded includes all property within the District and is referred to herein as the “**Property**.”

Unless otherwise specified, all references to the “District” made herein shall refer to the Prairie Center Metropolitan District No. 7 and its Board of Directors. The District has retained a management company (the “**District Manager**”) to assist it in managing its affairs, including the assessment and collection of penalties for violations of the covenants under these District Policies and Procedures.

ARTICLE 1. SCOPE OF POLICIES AND PROCEDURES

1.1 Scope. These District Policies and Procedures shall govern the District’s performance of the covenant enforcement and design review services (“**Covenant Enforcement and Design Review Services**”).

1.2 Covenant Enforcement and Design Review Services. Covenant Enforcement and Design Review Services shall include, but are not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash and removal of non-complying landscaping or improvements. Covenant Enforcement and Design Review Services addotopmally comprise the following:

a. Posting the Declaration, these District Policies and Procedures, Design Guidelines and Restrictions and a Schedule of Fees and Fines (each as may be supplemented or amended from time to time) on the District website:

<https://prairiecentermd7.colorado.gov/community/covenant-control>.

b. Respond to resident questions regarding covenant and design review matters.

c. Conduct inspections of the Property to identify possible violations of the covenants.

d. Provide notices of violation to any applicable person and administer the collection of fines in accordance with the District Policies and Procedures.

e. In the event an individual requests a hearing concerning interpretation, application or enforcement of the covenants, conduct a hearing after which the District shall render a written decision on the matter under dispute.

f. Maintain records of all covenant enforcement activities.

g. Receive and process design review applications, collect applicable fees and charges and render decisions with written documentation stating the basis on which such applications are approved or denied.

h. Review and render decisions on requests or variances from the covenants (including waivers and extensions of time).

1.3 Limitation on Services. Notwithstanding any provision in the Covenants or other instrument to the contrary, the Covenant Enforcement and Design Review Services of the District shall be in full compliance with Section 32-1-1004.5, C.R.S., and other applicable law.

ARTICLE 2. VIOLATIONS OF THE COVENANTS

2.1 Violations. Following a “**Fair and Impartial Fact-Finding Process**” as hereafter described, if a person is found to have violated any provisions of the Covenants, said person shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the District for the penalties set forth in Article 4 below. The Fair and Impartial Fact-Finding Process includes providing Notice of Violation, as well as the opportunity to be heard, as set forth in Article 3 below.

2.2 Fair and Impartial Fact-Finding Process. The District Manager, or such other person as may be designated by the District, shall be the “**Impartial Decision-Maker**,” as defined by Section 32-1-1004.5, C.R.S. for purposes of determining whether a violation of the Covenants has occurred with the authority to make a decision regarding the enforcement of the Covenants, including any architectural requirements AND the District Manager (or other person designated as the Impartial Decision Maker) shall not have any direct personal or financial interest in the outcome of the matter being decided. If the District Manager has reason to believe a violation has occurred, following reasonable investigation, the District Manager shall provide written notice to the owner (the “**Notice of Violation**”) regarding the nature of the alleged violation the action or actions required to cure the violation and the timeline for such cure pursuant as follows:

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

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

2.3 Limitation on Violations. Notwithstanding anything to the contrary contained herein or under law, no action shall be commenced or maintained by the District to enforce the terms of any building restriction contained in the Covenants or to compel the removal of any building or improvement because of a violation of the terms of any such building restriction unless the action is commenced within one year after the date that the District first knew or, in the exercise of reasonable diligence, should have known of the violation forming the basis of the action. Further, and notwithstanding anything to the contrary contained in the Covenants, in no event shall the District be entitled to enforce or bring any action associated with any purported violation to the extent it is prohibited to do so under Section 32-1-1004.5(6), C.R.S., as the same may be amended from time to time.

ARTICLE 3. OPPORTUNITY TO BE HEARD

3.1 Opportunity to be Heard. Individuals who receive any Notice of Violation or other notice or demand pursuant to these District Policies and Procedures may request a hearing in accordance with the procedures set forth herein, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in the Covenants or seek mediation of the dispute pursuant to Section 32-1-1004.5, C.R.S. Any Person receiving a Notice of Violation shall have the right to file a complaint with the District Manager within 30 days following receipt of said Notice of Violation.

3.2 Hearing Process. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Covenants, as each now exists or may hereafter be amended.

a. Complaint. Complaints concerning the interpretation, application, or enforcement of the Covenants must be presented in writing to the District Manager, or such representative as he or she may designate. Upon receipt of a complaint, the District Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board of Directors of the District at a special or regular meeting of the District.

b. Hearing. In the event the decision of the District Manager or his representative is unsatisfactory to the complainant, the complainant may submit to the District a written request for formal hearing before a hearing officer (“**Hearing Officer**”), which shall be a

member of the Board of Directors or such other person as may be appointed by the Board of Directors, so long as such Hearing Officer constitutes an Impartial Decision Maker as defined in Section 32-1-1004.5, C.R.S. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the District Manager or designated representative was mailed.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these District Policies and Procedures have been met, the Hearing Officer shall conduct a hearing at the District's convenience but in any event not later than fifteen (15) business days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these District Policies and Procedures. Decisions of the Hearing Officer which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the District.

c. Rules. At the hearing, the Hearing Officer shall preside, and the hearing shall be recorded. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of his or her choice.

The complainant or his or her representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any Person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Hearing Officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The Hearing Officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the District Policies and Procedures that are the subject of the complaint. The Hearing Officer's decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

d. Findings. Subsequent to the formal hearing, the Hearing Officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) business days after the date of the formal hearing.

e. Appeals. In the event the complainant disagrees with the findings and order of the Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant's reasons for the appeal. The District shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits, or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and order. The Board of Directors shall consider the complainant's written request and the written record on appeal at its next regularly scheduled or special meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The District's

consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo.

f. District Board of Directors Findings. The Board of Directors shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the meeting at which the appeal was considered. The Board of Directors will not reverse the decision of the Hearing Officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing. Any Board Member that does not constitute an Impartial Decision-Maker, as defined by Section 32-1-1004.5, C.R.S., shall abstain from voting.

g. Notices. A complainant shall be given notice of any hearing before the District Manager, the Hearing Officer, or before the Board of Directors, by certified mail at last seven (7) business days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

h. Costs. Except as limited by Section 32-1-1004.5, C.R.S., all costs of the formal hearing and appeal processes shall be paid by the complainant, including, but not limited to, certified mailing, transcription of the recorded proceedings, and Legal Counsel fees.

ARTICLE 4. PENALTIES AND INTEREST

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

a. First Offense – Notice of Violation, no penalty

b. Second Offense – \$25.00

c. Repetitive and Continuing Violations. A repetitive violation is the same violation that occurs on multiple occasions, i.e, leaving out trash containers. After the Third Offense of a Repetitive Violation in a calendar year, the penalty shall be increased to \$50.00 per occurrence during said calendar year. A continuing violation is the same covenant being violated, which violation is continuous in nature without being cured, such as the residence was painted without approval in an unacceptable color, until such violation is cured, if the violation is continuous in nature, one penalty shall apply in the amount of \$250.00.

4.2 Interest. Interest charges shall accrue and shall be charged on all amounts not paid within thirty (30) days of the applicable due date, including delinquent penalties and any amounts expended by the District to cure a violation of the Covenants or amounts expended by the District to repair damages caused as a result of a violation of the Covenants ("**Interest**"). Interest charges shall accrue and shall be charged at the maximum statutory rate of eighteen percent (18%) per annum.

ARTICLE 5.
LIEN FILING POLICIES AND PROCEDURES

5.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all fees, rates, tolls, penalties, and charges levied by the District for violation of the Covenants (“**Fees and Charges**”), until paid, shall constitute a perpetual lien on and against the Property to be served by the District. Notwithstanding the foregoing, pursuant to Sections 32-1-1001(j)(1.5) and 32-1-1004.5(3)(b)(II), C.R.S., foreclosure of such lien for any Fees and Charges shall not be available as a remedy related to the violation of the Covenants or enforcement of a failure to comply with the Covenants. Except for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. In addition to any other means of collection provided by law, the Board of Directors may elect to have the amounts of the liens contemplated herein certified to the Adams County Treasurer upon the adoption of a resolution by the Board of Directors at a public meeting held after notice has been provided to the owner of the affected portion of the Property (the “**Certified Amounts**”). The Certified Amounts will be collected and paid over by the Adams County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to 39-10-107, C.R.S. The lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

52 District Manager’s Procedures. The District Manager shall be responsible for collecting Fees and Charges imposed by the District against the Property. In the event payment of Fees and Charges is delinquent, the District Manager shall perform the procedures listed below. Any Fees and Charges which have not been paid by the applicable due date are considered delinquent:

a. Fifteen (15) Business days Past Due. A delinquent payment “**Reminder Letter**” shall be sent to the address of the last known owner of the subject property (the “**Site**”) according to the District Manager’s records. In the event the above mailing is returned as undeliverable, the District Manager shall send a second copy of the Reminder Letter to: (i) the Site; and (ii) the address of the last known owner of the Site as found in the real property records of the Adams County Assessor’s office (collectively the “**Site Address**”). Said Reminder Letter shall request prompt payment of amounts due.

b. On the Fifteenth (15) Business day of the Month Following the Scheduled Due Date for Payment. A “**Warning Letter**” shall be sent to the Site Address requesting prompt payment and warning of further legal action should the Site owner fail to pay the total amount owing. Along with the Warning Letter, a summary of these District Policies and Procedures, and a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the District Manager shall also be sent.

c. First (1) Business Day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Site, inclusive of Interest and Costs of Collections as defined below, has exceeded One Hundred Twenty Dollars (\$120.00) and the District Manager has performed its duties outlined in these District Policies and Procedures, the District Manager shall refer the Delinquent Account to the District’s special counsel for covenant

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

53 Legal Counsel Procedures. Upon referral of a Delinquent Account from the District Manager, Legal Counsel shall perform the following:

a. Upon Referral of the Delinquent Account from the District Manager. A “**Demand Letter**” shall be sent to the Site Address, notifying the Site owner that his/her Site has been referred to Legal Counsel for further collections enforcement, including the filing of a lien against the Site. 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 District Manager shall also be sent.

b. No Earlier Than Thirty (30) Business days from the Date of the Demand Letter. A Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Site Address of the Delinquent Account notifying the Site owner that a lien will be filed within thirty (30) days of the Notice of Intent to File Lien Statement postmark date.

c. No Earlier Than Ten (10) Business days from the Postmark Date of the Notice of Intent to File Lien Statement. A lien for the total amount owing as of the date of the lien shall be recorded against the Site with the County Clerk and Recorder’s Office; all Fees and Charges, Interest, and Costs of Collection (as defined below) will continue to accrue on the Delinquent Account and will run with the Site until the total amount due and owing the District is paid in full.

ARTICLE 6. COSTS OF COLLECTIONS

“**Costs of Collections**” are generated by the District Manager and Legal Counsel’s collection efforts. They consist of the following fixed rates and hourly fees and costs:

61 Action Fees. The following fixed rate fees shall be charged to a Delinquent Account once the corresponding action has been taken by either the District Manager or Legal Counsel:

a. Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the District Manager.

b. Warning Letter Fee. Fifteen Dollars (\$15.00) per Warning Letter sent. This action is performed by the District Manager.

c. Demand Letter Fee. Fifty Dollars (\$50.00) per Demand Letter sent. This action is performed by Legal Counsel.

d. Notice of Intent to File Lien Fee. One Hundred Fifty Dollars (\$150.00) per Notice of Intent to File Lien Statement sent. This action is performed by Legal Counsel.

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

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

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

63 Recovery of Costs of Collections. In accordance with Section 29-1-1102(8), C.R.S., and Section 32-1-1004.5(4)(a), C.R.S., nothing in these District Policies and Procedures shall be construed to prohibit the District from recovering all the Costs of Collections whether or not outlined above.

ARTICLE 7. WAIVER OF INTEREST AND COSTS OF COLLECTIONS

7.1 Waiver of Interest. The District Manager and Legal Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the District Manager or Legal Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of the penalties due. Notwithstanding, if the cumulative amount due and owing the District on the Delinquent Account exceeds One Thousand Dollars (\$1,000.00), neither the District Manager nor Legal Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) shall first submit a request for a waiver or reduction, in writing, to the District, and the District shall make the determination in its sole discretion.

72 Waiver of Delinquent Penalties and Costs of Collections. Neither the District Manager nor Legal Counsel shall have the authority to waive any portion of delinquent penalties or Costs of Collections. Should the Site owner desire a waiver of such costs, she/he shall submit a written request to the District, and the District Board of Directors shall make the determination in its sole discretion.

73 No Waiver of Future Interest. The granting of any waiver or reduction of Interest or other costs pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Interest, or as the promise to waive or reduce future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the District, District Manager, or Legal Counsel, whether related to the Site in question or other properties within the District.

ARTICLE 8.
PAYMENT PLANS

8.1 Payment Plans. Neither the District Manager nor Legal Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Site owner desire to enter into a payment plan with the District, such owner shall first submit a written request to the District and the District shall make the determination in its sole discretion.

ARTICLE 9.
RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the District Manager or Legal Counsel that would otherwise have been authorized by these District Policies and Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10.
ADDITIONAL ACTIONS

10.1 Additional Actions. The District directs and authorizes its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of these District Policies and Procedures.

ARTICLE 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

11.1 Acts Not Applicable. Covenant enforcement as described herein is not a consumer transaction and, therefore, is not subject to the Colorado Fair Debt Collection Practices Act or the Federal Fair Debt Collections Practices Act.

ARTICLE 12.
SEVERABILITY

12.1 Severability. If any term or provision of these District Policies and Procedures is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of these District Policies and Procedures as a whole but shall be severed herefrom, leaving the remaining terms or provisions in full force and effect.

ARTICLE 13.
SAVINGS PROVISION

13.1 Savings Provision. The failure to comply with the procedures set forth herein shall not affect the status of the Fees and Charges as a perpetual lien subject to foreclosure in accordance with law. Failure by the District Manager, Legal Counsel, or other authorized representative to take any action in accordance with the requirements as specifically provided herein shall not invalidate subsequent efforts to collect the Fees and Charges.