2025 AMENDMENT TO THE BYLAWS OF PINNACLE HOMEOWNER'S ASSOCIATION, INC.

Click on any title to go to that page or scroll through the document.

1. Amendment To the Bylaws of the Pinnacle Homeowner's Association Inc.
2. Policy Statement For Collections and Enforcement
3. Policy Statement for Flags and Signs
4. Policy Statement For Rain Barrels
5. Policy Statement for Vegetative and Non Vegetative Landscapes
6. Policy Statement For Electric Vehicle Charging Systems
7. Policy Statement For Energy Efficiency
8. Third Amendment to Declaration of Covenants, Conditions and Restriction of the Pinnacle Subdivision Amended and Revised in 2000

AMENDMENT TO THE BYLAWS OF

THE PINNACLE HOMEOWNER'S ASSOCIATION, INC.

IT IS HEREBY RESOLVED THAT the Bylaws of The Pinnacle Homeowner's Association, Inc., Amended and Restated 2000, are amended as follows:

ARTICLE III–MEETINGS OF MEMBERS is amended in its entirety to state as follows*:*

ARTICLE III- MEETINGS OF MEMBERS

1. Annual Meetings. A meeting of the Members shall be held at least once a year during each of the Association's fiscal years, at such time and date as determined, through resolution, by the Board. The Directors of the Board (hereinafter referred to as the "Directors") shall be elected by the Members at the Annual Members meeting, in accordance with the provisions of these Bylaws. The Annual Meeting and the Budget Meetings (Section 2 below) may be held at the same time, at the election of the Board. In addition, education of the Members as to the general operations of the Association and rights and responsibilities of Members, the Association, and its Board under Colorado law will be provided at the Members meeting. The Members may transact other business as may properly come before them at the meeting. Failure to hold a Members meeting shall not be considered a forfeiture or dissolution of the Association.

2. Budget Meetings. Meetings to consider proposed budgets separate from the Annual Meeting shall be called by the Board as follows:

a) The Board shall prepare and approve a proposed budget at least annually.

b) Within ninety (90) days after the Board's adoption of the proposed budget, the Board shall mail, by first-class mail, and post on an internet web page with accompanying notice of the web address via first-class mail or electronic mail ("e-mail"), a summary of the proposed budget to all Members and set a date for a meeting

to consider the proposed budget. The meeting must occur within sixty (60) days after mailing or other delivery of the summary.

c) The proposed budget does not require approval from the Members, and it will be deemed approved in the absence of a veto at the noticed meeting by a majority of all Members. In the event the proposed budget is rejected, the budget last ratified is continued until such time as a subsequent budget proposed by the Board is ratified.

3. Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or by the Members holding at least twenty percent (20%) of the votes in the Association. The form of notice, date, time and place of the meeting shall be determined by the Board. If a notice for a special meeting demanded pursuant to petition is not given by Board within thirty (30) days after the date the written demand or demands are delivered to the Board, the person(s) signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws. Any meeting called under this Section shall be conducted by the president of the Board, or in his or her absence, a person chosen by a majority of the Board.

4. Notice of Meetings. Written notice of each meeting of the Members shall be given by mail to each Member, at least ten (10) days , but not more than fifty (50), days before the meeting, to the mailing address of each Members Unit or to any other address designated in writing by the Members. The notice of any meeting shall be physically posted in a conspicuous place, if feasible and practicable. In addition, notice of each Members meeting shall be provided to Members by electronic mail to all Members who so request and provide their e-mail address. Such notice shall state the time and place of the meeting, a copy of the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, any proposal to remove an officer or Director or elect Directors.

5. Quorum of Members. The presence of twenty percent (20%) of the Members at any Association meeting, in person or by proxy, shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereon shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

6. Order of Business. The Board may establish an order of business for all meetings of the Board or Members. Robert's Rules of Order shall generally be followed. Failure to strictly follow Robert's Rules of Order shall not invalidate any action taken at a meeting of the Board or Members.

7. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing, and the waiver shall be deemed equivalent to the receipt of notice. Attendance at the meeting shall constitute a waiver of notice unless attendance is for the express purpose of objecting to the sufficiency of the notice, in which case, such objection must be raised before the business of which proper notice was not given is put to a vote.

8. Voting Procedures and Secret Balloting. Voting may be by voice, by show of hands, by consent, by mail, by electronic means, by proxy, by written ballot, or as otherwise determined by the Board prior to the meeting or by a majority of the Members present at a meeting. Secret ballots must be used in contested Board Members elections and in any other matter as required or allowed by law. In addition, at the discretion of the Board or upon the request of twenty percent (20%) of the Members who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter on which all Members are entitled to vote can be by secret ballot. The Board shall ensure the integrity of the secret ballot process including distribution and counting of ballots.

9. Proxies for Members Meetings. Members may vote in person or by proxy duly executed in writing by the Members. Any proxy may be revocable by attendance of a Member in person at a meeting or by revocation in writing filed with the secretary or designee of the Association prior to the time the proxy is exercised. A proxy shall automatically cease upon the conveyance by a Member of the Member's Unit and the transfer of the Membership on the books of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after the date of its execution, unless a different termination date is otherwise set forth on its face. No proxy shall be valid unless the proxy contains the signature of at least one of the Members entitled to vote for such interest.

10. Meetings by Telecommunication. A Member may participate in an annual, budget, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in the meeting by this means is deemed to be present in person at the meeting.

11. Action by Written Ballot. Any action that may be taken at an annual, regular or special meeting of the Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. A written ballot shall state each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Voting by mail or electronic means shall be acceptable in all instances in the Declaration, Articles of Incorporation and these Bylaws requiring the vote of Members. Action taken under this Section has the same effect as an action taken at a meeting of Members

and may be described as such in any document. In case of a vote in lieu of a meeting, the secretary or designee of the Association shall mail or deliver written notice to all Members at each Members address (either first-class mail or electronic mail) as it appears in the records of the Association given for notice purposes. The solicitations for vote by written ballot shall:

(i) Indicate the number of responses needed to meet the quorum requirements;

(ii) State the percentage of approvals necessary to approve each matter other than election of directors; a statement that Members are entitled to vote by mail or electronic means for or against such proposal,

(iii) State the date in which the ballot must be received to be counted which is at least 10 days after the date such notice shall have been given on or before which all votes must be received at the office of the Association at the address designated in the notice; and

(iv) State the proposed resolution setting forth a description of the proposed action sufficient to permit each person casting a ballot to reach an informed decision on the matter. The Association may conduct elections of Directors through written ballot sent by mail or electronic means, in its sole discretion, and pursuant to procedures adopted regarding the nomination of Directors.

12. Voting in Elections of Directors/Other Voting. In an election of Directors, the Members receiving the largest number of votes shall be elected. On all other items, the affirmative vote of more than fifty percent (50%) of Members represented at a meeting at which at least a quorum is present shall constitute a majority and shall be binding upon all Members for all purposes except where a higher percentage vote is required in the Declaration, Articles of Incorporation or these Bylaws, as amended, or by law.

13. Acceptance or Rejection of Individual Votes. The Association has the right to reject a vote, consent, written ballot, waiver, proxy appointment or proxy appointment revocation when it has a reasonable, good faith basis to doubt the validity of the signature or

the signatory's authority to sign for the Members. The Association and its officer or agent who accepts or rejects any of the above in good faith is not liable for any damages that may result from the acceptance or rejection. Unless a court decides otherwise, any action taken on the acceptance or rejection of any of the above will be deemed valid.

14. Counting of Ballots. All ballots shall be counted by a neutral third party, or a committee of volunteers who are not candidates in a contested election, selected or appointed at an open meeting in a fair manner by the chair of the Board or person presiding at such meeting or as otherwise required by law and as may be further defined by policy or procedures of the Association.

ARTICLE VI–MEETINGS OF EXECUTIVE BOARD is amended in its entirety to state as follows:

ARTICLE VI- MEETINGS OF EXECUTIVE BOARD

1. Regular Meetings. Regular meetings of the Board shall be held at such time and place as may be determined, from time to time, by a majority of the Directors, but at least three (3) such meetings shall be held each year. Notice of regular meetings of the Board shall be given by the secretary or designee of the Association to each Director, personally or by mail, e-mail or telephone at least five (5) days prior to the day named for such meeting. The Board may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute such scheduled regular meetings.

2. Special Meetings. Special Meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days'notice to each director. Notice of special meetings of the Board shall be given pursuant to Section 4 below or by the President or any two Directors calling the special meeting to each Director, personally or by mail, e-mail or telephone and shall specify the place, day, hour and purpose of the meeting.

3. Executive or Closed-Door Meetings. The Members of the Board or any committee thereof may hold an executive or closed-door session and may restrict attendance to Directors and such other people requested by the Board during a regular or specially announced meeting or a part thereof. Prior to the time the Members of the Board or any committee thereof convenes in executive session, the chair of the Board or committee thereof shall announce the general matter of discussion. The matters to be discussed at such an executive session shall include only the following:

a) Matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline or dismissal of an officer, agent, committee Members or employee of the Association;

b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

c) Investigative proceedings concerning possible or actual criminal misconduct;

d) Matters subject to specific constitutional, statutory or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

f) Review of or discussion relating to any written or oral communication from legal counsel.

Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting. The minutes of all meetings at which

an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Rules and Regulations, Policies and amendments to the Bylaws may only be adopted in open meetings of the Board and may not be adopted in closed or executive sessions of the Board.

4. Notice of Board Meetings. Except as provided in Section 6 below, written notice of each meeting of the Board shall be given by, or at the direction of, the secretary, by any means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, mail or e-mail delivery, to each Members entitled to vote, addressed to the Members address last appearing on the books of the Association, or supplied by an Members to the Association for the purpose of notice.

5. Location of Board Meetings. All meetings of the Board shall be held in the Adams County area, in person, by conference call or other electronic means, unless all Directors consent in writing to another location.

6. Waiver of Notice. Any Director may waive notice of any meeting in writing before or after the time and date of the meeting stated in the notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at the meeting

7. Quorum. At all meetings of the Board, A majority of the Directors shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute an act of the Board. For purposes of determining a quorum with respect to a particular proposal, a Director may be deemed to be present at a meeting for purposes of casting a vote for or against a particular proposal if a Director has granted a signed written directed proxy as further described in Section 8 below to

another Director who is present at the meeting. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting for a period no longer than ten (10) days until a quorum is obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

8. Proxies for Board Meetings. For purposes of casting a vote for or against a particular proposal, a Director shall be entitled to vote by proxy only if the Director has granted a signed written proxy to another Director who is present at any meeting of the Board authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy.

9. Action without a Board Meeting. The Directors shall have the right to take any action except the adoption of a Rule or Regulation or bylaw change, in the absence of a meeting, which they could otherwise have taken at a meeting if:

Notice is transmitted in writing to each Director and each Director by the time stated in the notice:

(a) votes in writing in favor of such action; or

(b)

(I) Votes in writing against such action, abstains in writing from voting, or fails to respond or vote; and

(II) Fails to demand in writing that action not be taken without a meeting.

The notice shall state:

(a) The action to be taken;

(b) The time by which a director must respond;

(c) That failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice and failing to

demand in writing by the time stated in the notice that action not be taken without a meeting; and

(d) Any other matters the Board determines to include.

Action is taken under this section only if, at the end of the time stated in the notice:

(a) The affirmative votes in writing for such action received by the nonprofit corporation and not revoked pursuant to this section equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted; and

(b) The Board has not received a written demand from a director that such action not be taken without a meeting other than a demand that has been revoked pursuant to this section.

A Director's right to demand that action not be taken without a meeting shall be deemed to have been waived unless the Board receives such demand from the director in writing by the time stated in the notice transmitted pursuant to this section and such demand has not been revoked pursuant to this section.

Any Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this section may revoke such vote, abstention, or demand in writing received by the Board by the time stated in the notice transmitted pursuant to this section.

Unless the notice transmitted pursuant to this section states a different effective date, action taken pursuant to this section shall be effective at the end of the time stated in the notice transmitted pursuant to this section.

A writing by a Director under this section shall be in a form sufficient to inform the nonprofit corporation of the identity of the Director, the vote, abstention, demand, or revocation of the Director, and the proposed action to which such vote, abstention, demand, or revocation relates. Unless otherwise provided by the bylaws, all

communications under this section may be transmitted or received by the Board by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For the purposes of this section, communications to the Board are not effective until received.

Action taken pursuant to this section has the same effect as action taken at a meeting of directors and may be described as such in any document.

All writings made pursuant to this section shall be filed with the minutes of the meetings of the Board.

10. Attendance by Telephone or Electronic Communication. A Director may attend a meeting of the Board by using an electronic or telephonic communication method whereby the Director may be heard by the other Directors and may hear the deliberations of the other Directors and is deemed present in person at the meeting.

11. Members Participation in Executive Board Meetings.

a) All regular and special meetings of the Board, or committees thereof, shall be open to attendance by all Members and their representatives, as provided by applicable Colorado law. Agendas, or a general description of the meeting and the subject matter, for Board and committee meetings shall be made available for examination by all Members of the Association.

b) Members and their representatives are allowed to speak before the Board votes on any issue under discussion. The Board may establish rules regarding the conduct of meetings and allow a reasonable number of persons to speak on each side of the issue, but the Board may place reasonable restrictions on the time allowed for each Members or their representative to speak. Members and their representatives may also be allowed to speak at such other times as the Board, in its sole discretion, deems appropriate.

c) Notice to the Members of each regular and special meetings of the Board shall be physically posted in a conspicuous place, if feasible and practicable, at least 24 hours prior to any meeting of the Board. Written notice of each regular meeting of the Board shall be given to each Members by, or at the direction of, the secretary or person authorized to call the meeting, at least five (5), but not more than fifty (50), days before the meeting. Written notice of each special meeting of the Board shall be given to each Member by, or at the direction of, the Secretary or person authorized to call the meeting, as soon as possible but at least 24 hours before the meeting. Written notice of each regular or special meetings of the Board shall be by one of the following means:

(i) by posting on a web site with notice provided by e-mail to all Members who so request and furnish the Association with their e-mail address; or

(ii) by posting on a web site with notice provided by first-class mail to all Members who so request and furnish the Association with their mailing address; or

(iii) mailing a copy of the notice, first-class postage prepaid, to the Members address last appearing in the records of the Association, or supplied by an Members to the Association for the purpose of notice. The notice shall specify the date, place and time of the meeting and a copy of the agenda

d) The Board shall inform all members, at least annually, of the method by which meeting agendas and other information required will be provided, including the physical location of places where agendas and meeting notices may be posted or the web address where online postings may be made. The Board shall give at least thirty days' advance notice of any change in the manner or means by which meeting information will be provided.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the The Pinnacle Homeowner's Association, Inc., a Colorado nonprofit corporation, and,

That the foregoing Amendment to the Bylaws of The Pinnacle Homeowner's Association was duly adopted at a meeting of the Board of Directors thereof held on the 2 day of December, 2025.

THE PINNACLE HOMEOWNER'S ASSOCIATION, INC.

By: Susan G Fernandez **Secretary**

POLICY STATEMENT FOR COLLECTIONS AND ENFORCEMENT

THE PINNACLE HOMEOWNER'S ASSOCIATION ("Association") shall maintain accurate and complete accounting records and adopts the following policies and procedures for collections and enforcement, effective December 2, 2025, including the attachments referenced herein:

I. COLLECTION OF UNPAID ASSESSMENTS

a. Due Date: The Annual Assessment as defined by the Declaration **is due by January 31st of each year.** Any other assessments shall be paid to the Association on the due date established by the Board of Directors, or committee acting on behalf of the Board of Directors. Assessments shall be considered past due and delinquent thirty (30) days after the due date and shall incur a $75 late charge and bear interest at eight percent per annum. Assessments include annual assessments, special assessments, and any associated fees or charges, late charges, attorney fees and costs, fines, and interest charged by the Association.

b. Procedure: The Association shall once every year request from an Owner or designated contact, and maintain in the Association's records for purposes of providing notice to the Owner a telephone number for phone calls, a cellular number for texts, and an email address for emails. With regard to a delinquency by a unit owner ("Owner") in paying assessments, fines, or fees, the Association shall:

(I) First contact the Owner to alert the Owner of the delinquency before taking action in relation to the delinquency pursuant to subsection (II) of this section and shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made. An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. An Owner may also notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. The Owner and the Owner's designated contact must receive the same correspondence and notices anytime communications are sent out; except that the Owner must receive the correspondence and notices in the language for which the Owner has indicated a preference, if any. In contacting the Owner or a designated contact, the Association adopts and shall send the Notice of Delinquency (FORM 1), attached hereto, including sending it by certified mail, return receipt requested, and physically post a copy of the notice of delinquency at the Owner's unit. In addition, the Association shall contact the Owner by two of the following means:

(A) Telephone call to a telephone number that the Association has on file because the unit owner or designated contact has provided the number to the Association.

If the Association attempts to contact the unit owner or designated contact by telephone but is unable to contact the unit owner or designated contact, the Association shall, if possible, leave a voice message for the unit owner or designated contact.

(B) Text message to a cellular number that the Association has on file because the unit owner or designated contact has provided the cellular number to the Association; or

(C) E-mail to an e-mail address that the Association has on file because the unit owner or designated contact has provided the e-mail address to the Association.

(D) By regular mail, if the Owner or designated contact has not provided a telephone number, cellular number, or email address as additional means by which to receive notice.

(II) Refer a delinquent account to an attorney only if a majority of the Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. § 38-33.3-308 (4)(e). If the assessment is not paid within thirty (30) days after the delinquent date, or the failure to comply with the terms of a payment plan, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law in state court against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

c. Judicial Foreclosure*:* Before the Association's lien may be foreclosed, the balance of the assessments and charges secured by the lien must equal or exceed six (6) months of common expense assessments based on a periodic budget adopted by the Association and the Board of Directors must formally resolve, by a recorded vote, to authorize the filing of a foreclosure action against the specific Lot, and utilize the procedures set forth in C.R.S. §38-33.3-316.

d**. Returned Check Charges*:*** The Association shall assess the Owner for any bank fees actually charged for returned checks or for ACH/electronic payments reversed due to insufficient funds plus the Association's returned check charge. If two or more payments are returned unpaid by the bank, the Association may require the Owner to make all future payments, for a period of one (1) year, by certified check or money order.

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

f. Application of Payment*:* All payments received shall be credited first to any assessments owed, and any remaining amount of the payment to the fines, fees, and other charges owed.

g. Bankruptcy and Foreclosure*:* Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

h. Board of Directors Discretion: Nothing in this policy shall require the Board of Directors to take specific actions at specific times, but the Board of Directors shall not take action earlier than the time stated herein for a particular action. The Board of Directors has the option to evaluate each past due and delinquent account on a case-by-case basis and deviate from this collection policy if in its sole discretion such deviation is reasonable under the circumstances.

i. Monthly Bill: On a monthly basis and by first-class mail and, if the Association has the relevant e-mail address, by e-mail, the Association shall send to each Owner who has any outstanding balance owed the Association an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association. The Association shall send the itemized list to the Owner in English or in any language for which the Owner has indicated a preference for correspondence and notices and to any designated contact for the Owner.

II. COVENANT/RULES ENFORCEMENT AND FINE SCHEDULE

(A) THREATENS PUBLIC SAFETY OR HEALTH. With respect to any violation of the declaration, bylaws, covenants, policies, or other governing documents of the Association that the Association reasonably determines *threatens the public safety or health*, the Association shall provide the Owner written notice in the form attached hereto as Notice of Violation-Complaint-Threat to Public Safety or Health, (FORM 3), in English and in any language that the Owner has indicated a preference for correspondence and notices, of the violation informing the Owner that the Owner has seventy-two hours to cure the violation or the Association may fine the Owner.

If, after an inspection of the unit, the Association determines that the Owner has not cured the violation within seventy-two hours after receiving the notice, the Association may impose fines on the Owner every other day in an amount determined by the Executive Board and may take legal action, including injunctive relief, against the Owner for the violation; except that the Association shall not pursue foreclosure against the Owner based on fines owed.

(B) DOES NOT THREATEN PUBLIC SAFETY OR HEALTH. If the Association reasonably determines that an Owner committed a violation of the declaration, bylaws, covenants, or other governing documents of the Association, *other than a violation that*

threatens the public safety or health, the Association shall, through certified mail, return receipt requested, provide the Owner written notice in the form attached hereto as Notice of Violation - Complaint (FORM 2), in English and in any language that the Owner has indicated a preference for correspondence and notices, of the violation informing the Owner that the Owner has thirty days to cure the violation or the Association, after conducting an inspection and determining that the Owner has not cured the violation, may fine the Owner $250, and if the Owner has not cured the violation after an additional thirty days, and after conducting an inspection and determining that the Owner has not cured the violation, the Association may fine the Owner an additional $250; however, the total amount of fines imposed for the violation may not exceed five hundred dollars. The Association shall grant the Owner two consecutive thirty-day periods to cure a violation before the Association may take legal action against the Owner for the violation. The Association shall not pursue foreclosure against the Owner based on fines owed.

(C) If the Owner cures the violation within the period to cure afforded the Owner, the Owner may notify the Association of the cure and, if the Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.

(D) If the Association does not receive notice from the Owner that the violation has been cured, the Association shall inspect the unit within seven days after the expiration of the thirty-day cure period to determine if the violation has been cured. If, after the inspection and whether or not the Association received notice from the Owner that the violation was cured, the Association determines that the violation has not been cured:

(1) A second thirty-day period to cure commences if only one thirty-day period to cure has elapsed; or

(2) The Association may take legal action, including injunctive relief, if two thirty-day periods to cure have elapsed.

(E) Once the Owner cures a violation, the Association shall notify the Owner, in English and in any language that the Owner has indicated a preference:

(1) That the Owner will not be further fined with regard to the violation; and

(2) Of any outstanding fine balance that the Owner still owes the Association.

(F) Owners are responsible for any fees and costs incurred in the collection of any fines or for enforcement of any rules, regulations, policies, Bylaws, or Declarations. Said fees and costs to include, but not be limited to attorney's fees, court filing fees, and service costs. These fees and costs shall be recoverable by the Association regardless of whether a lawsuit is filed against the Owner.

(G) RIGHT TO HEARING- In all cases, the alleged violator and/or Unit Owner has the right to request a hearing concerning the alleged offense/violation within fourteen (14) calendar days from the date of the notice of the alleged violation. The request shall be served upon the Association or its managing agent by registered or certified mail. The hearing on the offense/violation shall be scheduled within forty-five (45) days from the alleged offense/violation and shall be adjudicated by "impartial decision maker(s)." The alleged violator shall be given at least ten (10) days advance notice of the scheduled date, time and place of hearing. After hearing all information pertaining to the offense/violation, the "impartial decision maker(s)" will send the alleged violator and/or Unit Owner a written decision within ten (10) days after the hearing. All decisions shall be final. Once a hearing has been completed regarding a specific offense/violation and a final determination has been issued, no further hearings shall be required by the Executive Board to assess additional fines in accordance with this fine schedule. If the alleged violator and/or Unit Owner does not appear or respond in writing, an automatic default may be entered.

(1) "IMPARTIAL DECISION MAKER(S)" may include the existing board members if they have no personal or financial interest in the outcome of the violation hearing. Board members who are immediate neighbors or have a personal history, positive or negative, with the alleged violator(s) are disqualified from adjudicating at these hearings.

(2) HEARING PROTICOL – At the commencement of the hearing, the Impartial Decision Makers will explain the procedures, rules and guidelines for conducting the hearing. The alleged violator(s) and/or Unit Owner(s) will be given reasonable opportunity to be heard regarding the dispute, subject to any time limitations set by the Impartial Decision Makers. All comments and questions shall be made in a professional manner and there shall be no rude, abusive, threatening or foul language, or personal attacks.

To the extent this policy conflicts with The Declaration of Covenants, Conditions and Restrictions of The Pinnacle Subdivision, Amended and Revised in 2000, recorded March 14, 2006, and given Reception number 20060314000259380 at the Clerk & Recorder' Office of Adams County, Colorado, as amended, this policy will control.

The above Policy Statement for Collections and Enforcement, including Forms 1,2, and 3 was adopted and duly approved by the Association Board of Directors on December 2, 2025.

President

Secretary

John D Cairns

Treasurer

POLICY STATEMENT

FLAGS AND SIGNS

The Pinnacle Homeowner's Association ("Association") may adopt reasonable rules regarding the placement of and manner of display of flags and signs. Flags and signs that contain a commercial message are prohibited. Owners may display one flag no larger than 36 inches by 48 inches and one sign no larger than 20 by 28 inches, that does not contain a commercial message, on their property, in a window, or on an adjoining balcony.

Owners may install a flagpole with prior written permission from the Board, but the Association will regulate the location and sizes of the flagpole.

The above Policy Statement was adopted and duly approved by the Association Board of Directors on December 2, 2025.

President

Secretary

Treasurer

POLICY STATEMENT FOR RAIN BARRELS

THE PINNACLE HOMEOWNER'S ASSOCIATION ("Association") adopts the following policy for rain barrels:

(1) "Rain barrel" means a storage container with a sealable lid that is:
- **(a)** Located aboveground outside of a residential home; and
- **(b)** Used for collecting precipitation from a downspout of a rooftop.

Precipitation from a rooftop of a Unit may be collected if:
(a) No more than two rain barrels with a combined storage capacity of one hundred ten gallons or less are utilized;
(b) The collected precipitation is used for outdoor purposes including irrigation of lawns and gardens; and
(c) The collected precipitation is used on the residential property on which the precipitation is collected.

This policy does not confer upon a Unit Owner the right to place a rain barrel on property or to connect a rain barrel to any property that is:
(A) Leased, except with permission of the lessor;
(B) A common element or a limited common element of the Association;
(C) Maintained by the Association; or
(D) Attached to one or more other units, except with permission of the owners of the other units.

The Association may impose reasonable aesthetic requirements that govern the placement or external appearance of a rain barrel.

The state engineer may curtail rain barrel usage.

The above Policy Statement for Rain Barrels was adopted and duly approved by the Association Board of Directors on December 2, 2025.

President

Secretary

Treasurer

POLICY STATEMENT FOR VEGETATIVE AND NONVEGETATIVE LANDSCAPES

The Pinnacle Homeowner's Association ("Association") will adopt and enforce design and aesthetic guidelines or rules that apply to drought-tolerant vegetative or nonvegetative landscapes or to vegetable gardens or that regulate the type, number, and placement of drought-tolerant plantings and hardscapes that may be installed on property that is subject to the guidelines or rules; except that the guidelines or rules must:

(A) Not prohibit the use of nonvegetative turf grass in the backyard of a unit owner's property;

(B) Not unreasonably require the use of hardscape on more than twenty percent of the landscaping area of a unit owner's property;

(C) Allow a unit owner an option that consists of at least eighty percent drought-tolerant plantings; and

(D) Not prohibit vegetable gardens in the front, back, or side yard of a unit owner's property. A "vegetable garden" means a plot of ground or an elevated soil bed in which pollinator plants, flowers, or vegetables or herbs, fruits, leafy greens, or other edible plants are cultivated.

The Association shall select at least three preplanned water-wise garden designs that are preapproved for installation in front yards within the common interest community. To be preapproved, a garden design must adhere to the principles of water-wise landscaping, as defined in C.R.S.§ 37-60-135 (2)(l), which emphasize drought-tolerant and native plants, or be part of a water conservation program operated by a local water provider. Each garden design may be selected from the Colorado State University Extension Plant Select organization's "downloadable designs" list or from a municipality, utility, or other entity that creates such garden designs. The Association shall consider a unit owner's use of one of the garden designs selected by the Association to be preapproved as complying with the Association's aesthetic guidelines and shall allow a unit owner to use reasonable substitute plants when a plant in a design isn't available. The Association shall post on its public website, if any, information concerning preapprovals of garden designs.

The above Policy Statement was adopted and duly approved by the Association Board of Directors on December 2, 2025.



President

Susan L Fernandez
Secretary

John D Caini
Treasurer

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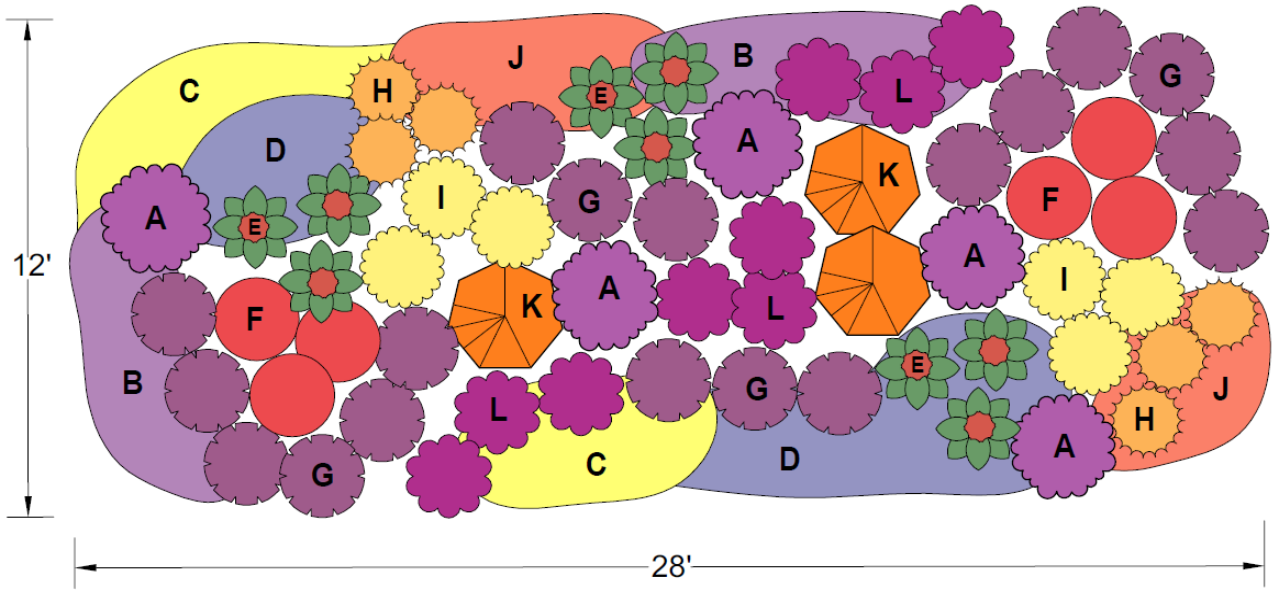
XERISCAPE DESIGN SOLUTIONS

Lauren Springer Ogden Collection:

PRACTICAL AND INSPIRING DESIGNS WITH REGIONAL RESONANCE USING PLANT SELECT® PLANTS, BY ONE OF AMERICA'S BEST-KNOWN HORTICULTURISTS AND GARDEN DESIGNERS.

BUTTERFLY & HUMMINGBIRD GARDEN

This garden features plants that attract butterflies and hummingbirds. Flower colors are rich and deeply saturated, blooming spring through fall. Fine textures and silver and gray foliage compliment the blossoms; evergreen foliage enlivens the winter months. All but the penstemons are deer resistant. For additional late winter and early spring color, consider adding the bulbs listed below amid the lower-growing plants in the foreground of the planting. The tulips and snow iris are not deer resistant. All plants are sun-loving and drought-tolerant, and will do best in a well-drained soil with little or no amendment.





Designer Lauren Springer Ogden

Lauren Springer Ogden designs both public and private gardens. Her book *The Undaunted Garden* is the mountain region's all-time best-selling garden book. She also coauthored the award-winning *Plant-Driven Design* and *Passionate Gardening*. She has also introduced numerous plants to the nursery trade, and Lauren and her work have been featured in national and international publications, and on radio and television.

www.plantdrivendesign.com

PLANT LIST:

Plant Select® plants are in bold

A. Mojave Sage *-or-* Big Catmint `Walker's Low' (5)

B. Valley Lavender® Plains Verbena *-or-* 'Annie' Verbena (12)

C. Filigree daisy (11) ***-or-* Silver Heels Hore-hound** (7)

D. Little Trudy® Catmint (9) ***-or-*** Select Blue Catmint (6)

E. Red Yucca *-or-* Golden Threadleaf Yucca (9)

F. Vermillion Bluffs® Mexican Sage *-or-* Hardy Autumn Sage (6)

G. Pike's Peak Purple® Penstemon *-or-* Shadow Mountain® Penstemon (18)

H. Indian Blanket (6)

I. Baby Blue Rabbitbrush *-or-* Dwarf Blue Mist Spirea (6)

J. Orange Carpet® Hummingbird Trumpet *-or-* Compact Indian Blanket (7)

K. Coronado® Hyssop *-or-* Dwarf Pink Hyssop (3)

L. Ultra Violet Sage (9) ***-or-*** English Lavender (6)

Additional Plants:

- **Corsican Violet** (12) plant between larger shrubbier plants to self-sow year after year
- Sprinkle seed of annual California poppies and blue larkspur to self-sow year after year

Bulbs:

- Blue Snow Iris (50)
- Narrowleaf Tulip (25)
- Ancilla Tulip (25)
- Fire of Love Tulip (25)
- Blue Onion (50)

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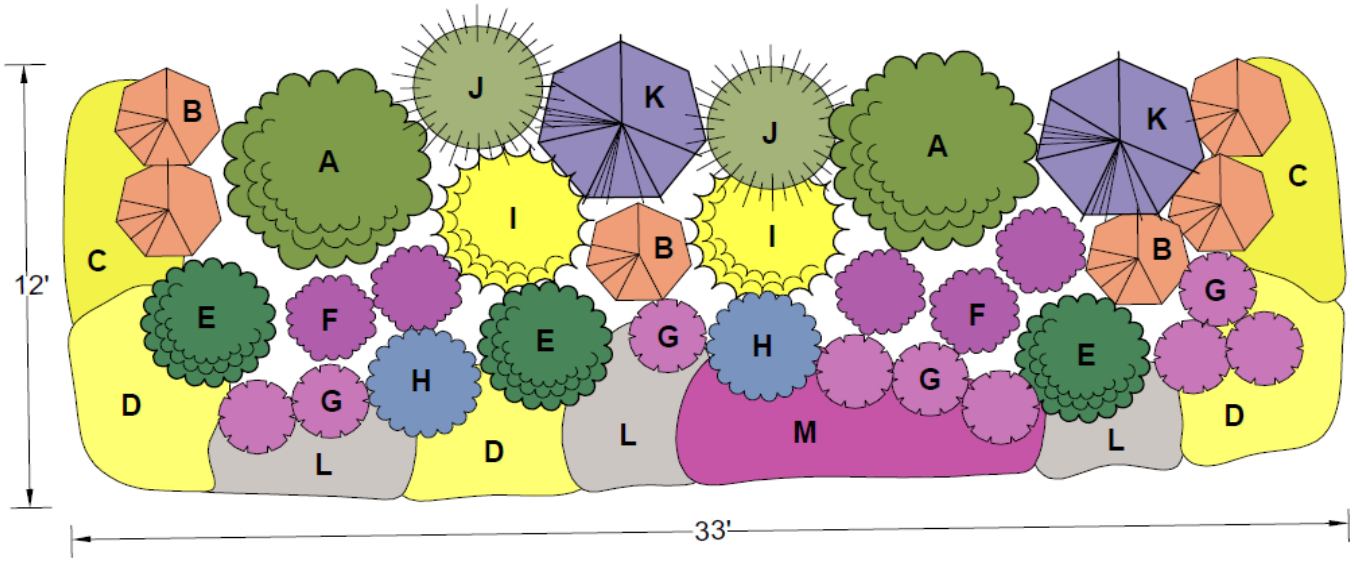
XERISCAPE DESIGN SOLUTIONS

Lauren Springer Ogden Collection:

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CHAPARRAL/XERIC MIXED BORDER

This shrubby garden has a natural feel to it, blending native and adapted plants in a casual but full manner. Foliages are attractive and mostly fine-textured, with several evergreen plants to add winter interest. Long-bloomers add color from late spring to fall. Many of the flowers attract butterflies, hummingbirds, and bees. For added late winter and early spring color, consider adding the bulbs listed below amid the lower-growing plants in the foreground of the planting. To add interest the first couple of years in the area where the shrubs are filling in, consider planting the short-lived plants listed for that purpose. This design can be used as a perimeter planting: just repeat to the length needed. It can also be widened into a broader bed with the larger plants in the center or spine by planting its mirror image on the other side. This garden needs full sun and dry conditions, and will thrive in a lean, unamended soil.





Designer Lauren Springer Ogden

Lauren Springer Ogden designs both public and private gardens. Her book *The Undaunted Garden* is the mountain region's all-time best-selling garden book. She also coauthored the award-winning *Plant-Driven Design* and *Passionate Gardening*. She has also introduced numerous plants to the nursery trade, and Lauren and her work have been featured in national and international publications, and on radio and television.

www.plantdrivendesign.com

PLANT LIST:

Plant Select® plants are in bold

A. Apache Plume *-or-* Fernbush (2)

B. Sunset Hyssop *-or-* Sonoran Sunset® Hyssop (6)

C. Kannah Creek® Buckwheat *-or-* Snow Mesa Buckwheat (12)

D. 'Shimmer' Evening Primrose (12) ***-or-* Silver Blade® Evening Primrose** (9)

E. Panchito Manzanita *-or-* Pawnee Buttes Sand Cherry (3)

F. Mojave Sage *-or-* Blue Flame Hyssop (5)

G. Red Rocks® Penstemon *-or-* Greek Valerian (9)

H. Big Catmint (2)

I. Spanish Gold® Broom *-or-* Lydian Broom (2)

J. Giant Sacaton *-or-* Heavy Metal Switchgrass (2)

K. Russian Sage ***-or-*** Blue Mist Spirea (2)

L. Sea Foam Artemisia (6) ***-or-* Partridge Feather** (16)

M. Winecups (3) ***-or-* Table Mountain® Ice Plant** (15)

Additional Plants:

- **Corsican Violet** (12) randomly in front 2' of bed to self-sow year after year

If desired, fill in around shrubs with the following short-lived plants while the shrubs grow to size:

- **Red Feathers** (9)
- **Prairie Jewel® penstemon** (9)
- **Grand Mesa penstemon** (9)
- **Moon Carrot** (9)

Bulbs:

- Blue Snow Iris (50)
- Deep Blue Grape Hyacinth (50)
- Species Tulip `Bright Gem' or `Bronze Charm' (50)
- Lipstick Tulip `Tinka' or `Cynthia' (50)

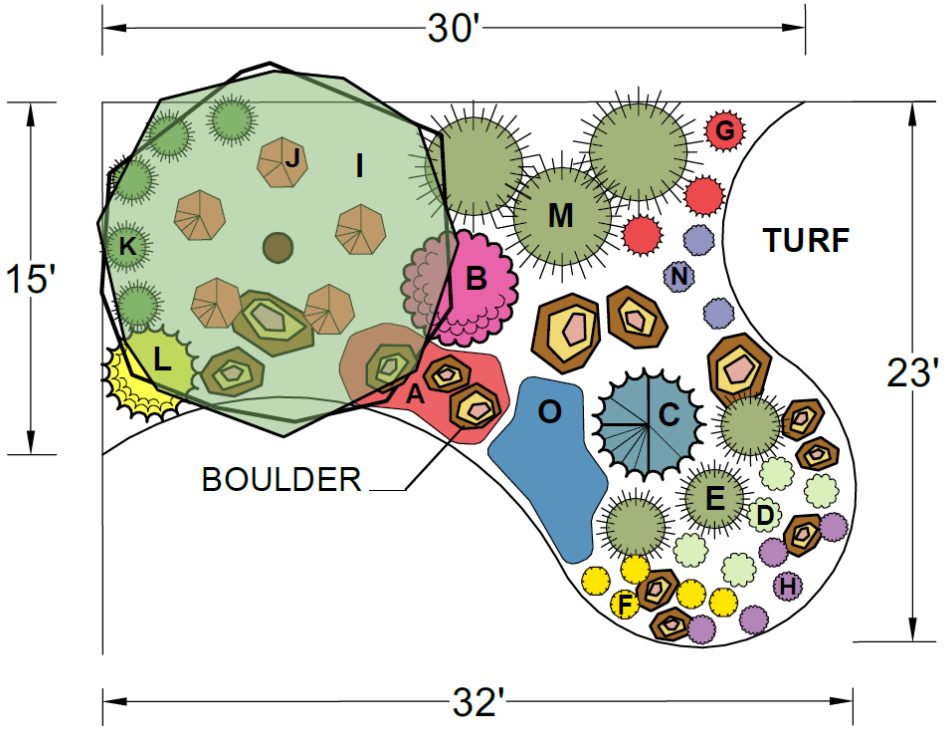
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FOUR SEASON SENSATION

This garden represents a partial conversion of lawn to garden. Reshaping the existing lawn using a curvilinear approach adds flow and movement. Ornamental and coniferous trees provide height, shade and winter interest without interfering excessively with the views. This once water-hogging space is now a lush garden with plants that provide four season beauty, color and interest; thrive in low-water, clay soil and full sun conditions; and attract butterflies and hummingbirds. Drip irrigation and organic mulch, along with proper plant selection, aid in long-term water conservation.



PLANT LIST:
All plants are Plant Select® plants

A. Fire Spinner™ Ice Plant ***-or-*** Lavender Ice Ice Plant (7)

B. Ruby Voodoo Rose ***-or-*** Redleaf Rose (1)

C. Weeping White Spruce (1)

D. Avalanche White Sun Daisy ***-or-*** Golden Storksbill (5)

E. Blonde Ambition Blue Grama Grass ***-or-*** Korean Feather Reed Grass (3)

F. Colorado Gold® gazania ***-or-*** Chocolate Flower (5)

G. Red Birds in a Tree ***-or-*** Bridges' Penstemon (3)

H. Valley Lavender® Plains Verbena ***-or-*** Winecups (5)

I. Russian Hawthorn ***-or-*** Hot Wings® Tatarian Maple (1)

J. Orange Carpet® Hummingbird Trumpet (5)

K. Korean Feather Reed Grass (5)

L. Spanish Gold Broom ***-or-*** Baby Blue Rabbitbrush (1)

M. Giant Sacaton (3)

N. Little Trudy® Catmint ***-or-*** Shadow Mountain® Penstemon (3)

O. Crystal River® Veronica ***-or-*** Turkish Veronica (5)

Designer Tanya Fisher

President of Colorado Vista Landscape Design, Inc. since 2003, Tanya Fisher provides high quality and sustainable landscape design plans and horticulture consulting for residential, community and commercial landscapes in the northern Colorado region.

ColoradoVista@comcast.net www.ColoradoVista.com Windsor, CO (970) 231-3088

Find more and inspiration at plantselect.org!

POLICY STATEMENT FOR ELECTRIC VEHICLE CHARGING SYSTEMS

THE PINNACLE HOMEOWNER'S ASSOCIATION ("Association") adopts the following policy for electric vehicle charging stations:

(1) Except as provided in subsection (3) or (3.5) below, the Association shall not:

(2)(a) Prohibit a unit owner from using, or installing at the unit owner's expense for the unit owner's own use, a level 1 or level 2 electric vehicle charging system on or in:
(I) A unit;
(II) An assigned or deeded parking space that is part of or assigned to a unit; or
(III) A parking space that is accessible to both the unit owner and other unit owners;

(b) Assess or charge a unit owner any fee for the placement or use of an electric vehicle charging system on or in the unit owner's unit; except that the association may require reimbursement for the actual cost of electricity provided by the association that was used by the charging system or, alternatively, may charge a reasonable fee for access. If the charging system is part of a network for which a network fee is charged, the association's reimbursement may include the amount of the network fee.

(c) Restrict parking based on a vehicle being a plug-in hybrid vehicle or plug-in electric vehicle.

(3) Subsection (2) above does not apply to:

(a) Bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons and property;
(b) A requirement that the charging system be registered with the Association within thirty days after installation; or
(c) Reasonable aesthetic provisions that govern the dimensions, placement, or external appearance of an electric vehicle charging system.

(4) The Association shall consent to a unit owner's placement and use of an electric vehicle charging system on a limited common element parking space, carport, or garage owned by the unit owner or otherwise assigned to the owner in the declaration or other recorded document if:

(a) Notwithstanding any existing ban on electric vehicle charging systems, the system otherwise complies with the declaration, bylaws, and rules and regulations of the Association; and
(b) The unit owner agrees in writing to:
(I) Comply with the association's design specifications for the installation of the system;
(II) Engage the services of a duly licensed and registered electrical contractor familiar with the installation and code requirements of an electric vehicle charging system;
(III) Bear the expense of installation, including costs to restore any common elements disturbed in the process of installing the system; and
(IV)

(A) Provide, within the time specified in sub-subparagraph (B) of this subparagraph (IV), a certificate of insurance naming the Association as an additional insured on the homeowner's insurance policy for any claim related to the installation, maintenance, or use of the system or, if the system is located on a common element, reimbursement to the association for the actual cost of any increased insurance premium amount attributable to the system, notwithstanding any provision to the contrary in the Association's declaration, bylaws, or rules and regulations.
(B) A certificate of insurance under sub-subparagraph (A) of this subparagraph (IV) must be provided within fourteen days after the unit owner receives the association's consent for the installation. Reimbursement for an increased insurance premium amount under sub-subparagraph (A) of this subparagraph (IV) must be provided within fourteen days after the unit owner receives the Association's invoice for the amount attributable to the system.
(5) If the Association consents to a unit owner's installation of an electric vehicle charging system on a limited common element, including a parking space, or garage stall, then, unless otherwise specified in a written contract or in the declaration, bylaws, or rules and regulations of the Association:
(a) The unit owner, and each successive unit owner with exclusive rights to the limited common element where the charging system is installed, is responsible for any costs for damages to the system, any other limited common element or general common element of the Association, and any adjacent units, garage stalls, carports, or parking spaces that arise or result from the installation, maintenance, repair, removal, or replacement of the system;
(b) Each successive unit owner with exclusive rights to the limited common element shall assume responsibility for the repair, maintenance, removal, and replacement of the charging system until the system has been removed;
(c) The unit owner and each successive unit owner with exclusive rights to the limited common element shall at all times have and maintain an insurance policy covering the obligations of the unit owner under this subsection (5), is subject to all obligations specified under subparagraph (IV) of paragraph (b) of subsection (4) of this section, and shall name the Association as an additional insured under the policy; and
(d) The unit owner and each successive unit owner with exclusive rights to the limited common element is responsible for removing the system if reasonably necessary or convenient for the repair, maintenance, or replacement of the limited common elements or general common elements of the Association.
(6) A charging system installed at the unit owner's cost is property of the unit owner. Upon sale of the unit, if the charging system is removable, the unit owner may either remove it or sell it to the buyer of the unit or to the association for an agreed price. Nothing in this subsection (6) requires the buyer or the Association to purchase the charging system.
(7) As used in this section:
(a) "Electric vehicle charging system" or "charging system" means a device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid vehicle, is designed to ensure that a safe connection has been made between the electric grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level. An electric vehicle charging system may be wall-mounted or pedestal style and may provide multiple cords to connect with electric vehicles. An electric vehicle charging system must be certified by underwriters laboratories or an equivalent certification and must comply with the current version of article 625 of the national electrical code.

(b) "Level 1" means a charging system that provides charging through a one-hundred-twenty volt AC plug with a cord connector that meets the SAE international J1772 standard or a successor standard.
(c) "Level 2" means a charging system that provides charging through a two-hundred-eight to two-hundred-forty volt AC plug with a cord connector that meets the SAE international J1772 standard or a successor standard.

The above Policy Statement for Electric Vehicle Charging Stations was adopted and duly approved by the Association Board of Directors on December 2, 2025.

President

Secretary

Treasurer

POLICY STATEMENT FOR ENERGY EFFICIENCY

THE PINNACLE HOMEOWNER'S ASSOCIATION ("Association") adopts the following policy for energy efficiency:

(1) The Association shall not effectively prohibit the installation of an energy efficiency measure. As used in this section, "energy efficiency measure" means a device or structure that reduces the amount of energy derived from fossil fuels that is consumed by a residence or business located on the real property. "Energy efficiency measure" is further limited to include only the following types of devices or structures:

(I) An awning, shutter, trellis, ramada, or other shade structure that is marketed for the purpose of reducing energy consumption;

(II) A garage or attic fan and any associated vents or louvers;

(III) An evaporative cooler;

(IV) An energy-efficient outdoor lighting device, including without limitation a light fixture containing a coiled or straight fluorescent light bulb, and any solar recharging panel, motion detector, or other equipment connected to the lighting device;

(V) A retractable clothesline; and

(VI) A heat pump system, as defined in section C.R.S.§39-26-732 (2)(c).

(2) Subsection **(I)** of the above section shall not apply to:

(a) Reasonable aesthetic provisions that govern the dimensions, placement, or external appearance of an energy efficiency measure. In creating reasonable aesthetic provisions, the Association shall consider:

(I) The impact on the purchase price and operating costs of the energy efficiency measure;

(II) The impact on the performance of the energy efficiency measure; and

(III) The criteria contained in the governing documents of the Association.

(b) Bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons and property.

(3) This section shall not be construed to confer upon any unit owner the right to place an energy efficiency measure on property that is:

(a) Owned by another person;

(b) Leased, except with permission of the lessor;

(c) Collateral for a commercial loan, except with permission of the secured party; or

(d) A limited common element or general common element of the Association.

The above Policy Statement for Energy Efficiency was adopted and duly approved by the Association Board of Directors on December 2, 2025.

President

Secretary

Treasurer

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE PINNACLE SUBDIVISION
AMENDED AND REVISED IN 2000

The Declaration of Covenants, Conditions and Restrictions of The Pinnacle Subdivision, Amended and Revised in 2000, recorded March 14, 2006, and given Reception number 20060314000259380 at the Clerk & Recorder' Office of Adams County, Colorado, as amended, are hereby further amended as follows:

ARTICLE IV-COVENANT FOR MAINTENANCE ASSESSMENTS

ARTICLE IV- COVENANT FOR MAINTENANCE ASSESSMENTS, is amended to add the following Section 16. Collection of unpaid assessments and Section 17. Enforcement of covenants and rules.

16. Collection of unpaid assessments. Colorado law requires a policy for the collection of unpaid assessments that is consistent with C.R.S. §38-33.3-209.5, C.R.S. §38-33.3-316, and C.R.S. §38-33.3-316.3. The Association has adopted such policy. To the extent the policy adopted by the Association for the collection of unpaid assessments is in conflict with this ARTICLE IV, the policy will control.

17. Enforcement of covenants and rules. Colorado law requires a policy for the enforcement of covenants and rules that is consistent with C.R.S. §38-33.3-209.5. The Association has adopted such policy. To the extent the policy adopted by the Association for the enforcement of covenants and rules is in conflict with this ARTICLE IV, the policy will control.

The undersigned President and Secretary of THE PINNACLE HOMEOWNER'S ASSOCIATION, INC. do hereby certify that the foregoing THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PINNACLE SUBDIVISION, AMENDED AND REVISED IN 2000, as amended, was approved and adopted on December 2, 2025, at a Meeting of the Members, by an affirmative vote of at least 67 percent of the votes in the Association.

President

Secretary