OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Incorporation

with Document # 19911037385 of STONEY BROOK HOMEOWNER'S ASSOCIATION OF GREELEY

Colorado Nonprofit Corporation

(Entity ID # 19911037385)

consisting of 7 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/18/2020 that have been posted, and by documents delivered to this office electronically through 02/19/2020@13:42:35.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/19/2020 @ 13:42:35 in accordance with applicable law. This certificate is assigned Confirmation Number 12095553



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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ARTICLES OF INCORPORATION

OF

05-22-91 08:30 911037385 \$10.00

STONEY BROOK HOMEOWNER'S ASSOCIATION OF GREELEY

For the purpose of forming a Corporation not-for-profit under the Laws of the State of Colorado, the undersigned hereby sign and acknowledge the following Articles of Incorporation:

ARTICLE I

<u>NAME</u>

The name of the Corporation is STONEY BROOK HOMEOWNER'S ASSOCIATION OF GREELEY (hereinafter referred to as "Association").

ARTICLE II

DURATION

The period of duration of the Association shall be perpetual.

ARTICLE III

PURPOSES

The business, objects and purposes for which the Corporation is formed are as follows:

- 1. To be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Stoney Brook and any amendment thereto (hereinafter called the "Declaration" and the definitions and provisions thereof are incorporated herein by this reference as if set forth at length) which has been or will be recorded in the records of the Clerk and Recorder of the County of Weld, Colorado, and to perform all obligations and duties of the Association and to exercise all rights and powers of the Association.
- 2. To provide an entity for the furtherance of the interests of all of the Owners, including the Declarant named in the Declaration, of certain lots in Stoney Brook, with the objectives of establishing and maintaining those lots as a project of quality and value; enhancing and protecting its value, desirability and attractiveness; and providing for certain maintenance, preservation and architectural control of the lots within said project.



COMP. CH'D. RPM

ARTICLE IV

POWERS

The Association shall have all of the powers, duties, and privileges granted or permissible to a corporation not-for-profit under the laws of Colorado except as expressly limited by these Articles and the Declaration including, but not limited to, the following:

- (1) To make and establish rules and regulations governing the use and activities of the Association.
- (2) To make, levy, and collect assessments against members of the Association, in accordance with the terms of the Declaration and such Bylaws of this Association as may from time to time be adopted, defray the costs, expenses, and losses of the Association, and to use the proceeds in the exercise of its powers and duties.
- (3) To maintain, repair, replace, operate, and manage the Association and the real and personal property comprising it, including the right to reconstruct improvements after damage by casualty, to make further improvements of the dassociation property, and to purchase replacements and additional property in furtherance of the purposes of the Association.
- (4) To make contracts and incur liabilities, borrow or lend money at such rates of interest as the Association may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.
- (5) To purchase, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real and personal property, or any interest therein.
- (6) To purchase insurance upon any of the property and insurance for protection of the Association, and any mortgagees, lessees or other persons.
- (7) To contract for the management of the Association and to delegate to such contractor or contractors all powers and duties of the Association except such as are specifically and duties by the Declaration to have approval of the Board of required by the Declaration to have approval or which may not be delegated pursuant to Colorado Law.
- (8) To employ personnel to perform the services required for the proper operation of the Association.

- (9) To enforce by legal means the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted from time to time, and the Rules and Regulations governing the use of the Development as may be hereafter duly established.
- (10) To exercise, undertake, and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association by law or pursuant to the Declaration.

The Powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws. The foregoing powers shall not be limited in any way, except as otherwise expressly provided, by reference to or inference from the terms of any other clause (or any other matter within the same clause), but shall be regarded as independent powers; and the enumeration of specified powers shall not be construed to exclude, limit or restrict in any manner any power, right, or privilege given to the Association by law, or to limit or restrict in any manner the meaning of the general terms of such clauses, or the general powers of the Association, nor shall the expression of one thing be deemed to exclude another, although it be of a like nature, not expressed.

ARTICLE V

MEMBERSHIP

- 1. This corporation shall be a membership corporation without certificates or shares of stock. As more fully provided in the Declaration, every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to assessment under the Declaration, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- 2. A membership in this Corporation and the interest of a member in the assets of this Corporation shall not be assigned, encumbered or transferred in any manner except as appurtenant to the transfer of title to the lot to which the membership pertains; provided, however, that the rights of membership may be assigned to the holder of a mortgage, deed of trust or other security instrument on a lot as further security for a loan secured by a lien on such lot.
- 3. A transfer of membership shall occur automatically upon the transfer of title to the lot to which the membership pertains; provided however, that the Bylaws of this Corporation may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of this Corporation.

- 4. Members shall have the right to purchase other lots and to exercise the membership rights appurtenant thereto as provided in the Declaration.
- 5. This Corporation may suspend the voting rights of a member for failure to comply with the Rules and Regulations or the Bylaws of the Association or with any other obligations, including nonpayment of assessments, under the Declaration. All members shall be entitled to vote on all matters, except any members who are in default in any obligation to the Association. Cumulative voting is prohibited.
- 6. The Bylaws may contain additional provisions setting forth the rights, privileges, duties and responsibilities of the members; provided however, the provisions of these Articles of Incorporation and the Bylaws shall be subject to the covenants, terms and provisions of the Declaration which shall control in the event of any conflict, and the provisions of these Articles of Incorporation shall control over any conflicting provisions in the Bylaws.

ARTICLE VI

VOTING RIGHTS

As more fully provided in the Declaration and Bylaws, the Association shall have one class of voting membership:

The members shall be all owners of lots, and there shall be one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

The voting rights of members shall be as follows:

Members shall vote as provided in the Declaration to approve special improvement assessments; to approve mergers, consolidations, or dissolution of the Association; to approve conveyance, or mortgaging of the Common Area; to approve amendments to the Declaration after the Declarant's rights to amend have terminated; and to elect all members of the Board of Directors after the period of Declarant control with the manner of election to be described in the Bylaws of the Association.

Each member shall be entitled to one (1) vote for each lot owned, provided that (i) the Association may suspend any member's voting rights in the Association during any period or periods that such member fails to comply with the Rules and Regulations of the

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Association adopted by the Board of Directors or with any other ASSOCIATION adopted by the Board of Directors of with any other obligation of the member under the Bylaws or the Declaration, (ii) no member shall have the right to vote until it shall have the member shall have the Association (a) a copy of the delivered to the Secretary of the Association (a) a copy of the delivered to the Secretary of the Association (a) derivered to the Secretary of the Association (a) a copy of the recorded deed or other recorded instrument establishing record title to a lot, and (b) if the member shall be more than one person or a corporation or a partnership, a written notice subscribed to by all of such persons or by such corporation. as the case may be. by all of such persons or by such corporation, as the case may be, designating one of such persons or an officer of such corporation as the person entitled to cast the votes with respect to such lot; but all of the other rights and all other obligations of the owner of such lot hereunder shall be unaffected including, limitation, the right to use the Common Area and the obligation to pay assessments.

Members shall have no preemptive rights to purchase other lots or the membership appurtenant thereto.

If less than twenty-five percent (25%) of the member's votes are cast in an election for an elective office, the Board of Directors may declare the results of such election invalid and elect a member to fill such office. ARTICLE VII

BOARD OF DIRECTORS

The names and addresses of the three (3) persons who are to serve as the first Board of Directors of the Association until their successors are duly elected and qualify are:

Bruce Willard 918 13th Street Greeley, Colorado 80631

E. R. Austin 918 13th Street Greeley, Colorado 80631

Dennis Gibson 918 13th Street Greeley, Colorado 80631

The Board of Directors shall consist three (3) members after the period of service by the initial Directors identified above, the specified number to be set forth from time to time in the Bylaws of the Association.

The business affairs of the Corporation shall be conducted, managed and controlled by the Board of Directors. Except as provided herein, members of the Board of Directors shall be elected in the managed in the Bullows in the manner provided in the Bylaws.

ARTICLE VIII

REGISTERED OFFICE AND AGENT

The registered office of the Corporation shall be:

Bruce Willard 918 13th Street Greeley, Colorado 80631

The registered agent at such address shall be:

Bruce Willard 918 13th Street Greeley, Colorado 80631

ARTICLE IX

INCORPORATOR

The incorporator of this Corporation shall be Glen Droegemueller and his address is Suite 330 Greeley National Plaza, Greeley, Colorado 80631.

ARTICLE X

AMENDMENTS

Amendments to these Articles of Incorporation may be adopted at a regular or special meeting of the members of the Association upon receiving the vote of 75% of the membership of the Association who are present at the meeting or who have provided proxies to be voted upon the proposed amendment; provided, that no amendments shall be adopted which would render these Articles inconsistent with the Declaration of Covenants for Stoney Brook Homeowner's Association of Greeley recorded in Weld County, Colorado.

ARTICLE XI

BYLAWS

The first Bylaws of the Corporation shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws; provided, however, that no provision of the Bylaws shall be contrary to or inconsistent with any provision hereof or of the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Colorado, the undersigned, constituting the Incorporation of this Association,

has executed these Articles of Incorporation this 2/5 day of <u>May</u>, 1991.

STATE OF COLORADO) COUNTY OF WELD

I, Sonja J. Richardson, a Notary Public in and for said County and State, do hereby certify that on the ______ day of _____, personally appeared before me, GLEN DROEGEMUELLER, who, being by me first duly sworn, declared that he is of the age of twenty-one (21) years or more, that he is the person who signed the toregoing document as Incorporator, and that the statements therein contained are true. contained are true.

WITNESS my hand and official seal.

Notary Public GNB, #330

Greeley, CO 80631
My Commission Expires: 12/19/92

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

STONEY BROOK

TABLE OF CONTENTS

PREAMBLE .			
ARTICLE I -	- DEI	FINITIONS	1
Section	2000	Architectural Review Committee	1
Section	2	Articles of Incorporation	1
Section	3	Association	2
Section	4	Association Fences	2
Section	5	Assessment	2
Section	- T	Board	2
Section		Board	
Section		Bylaws	2
	-	Common Area	2
Section	75	Declaration	2
Section		Developer or Declarant	2
Section		First Mortgagee	2
Section	12	Improvements	2
Section		Lender	2
Section	14	Lot	2
Section	15	Member	3
Section	16	Mortgage	3
Section	17	Owner	3
Section	10	Demon	
Section	10	Person	3
Section	19	Project	3
Section	20	Quorum of Owners	3
ARTICLE II	- PI	ROPERTY SUBJECT TO THIS DECLARATION	
	AI	DDITIONS THERETO	3
(<u>2</u> 000000) 000			
Section	1	Existing Property	3
ARTICLE III	- 1	ASSOCIATION STRUCTURE AND FORMAT	3
Section	200	Organization	3
Section	_	Membership	3
Section	3	Membership	4
		25	
ARTICLE IV	- DI	UTIES AND POWERS OF THE STONEY BROOK HOMEOWNER'S	
	AS	SSOCIATION OF GREELEY	4
			4957
Section	1	General Duties and Powers of Association	4
Section		Duty to Accept Property and Facilities	
Section	2	Transferred by Declarant	5
Section	2	Transferred by Declarant	3
Section	3	Duty to Manage and Care for the Association	-
MANUTE OF THE STATE OF	92	Fences	5
Section	4	Duty to Manage and Care for Association	100
		Common Area	5
Section		Duty to Pay Taxes and Assessments	5
Section	6.	Duty to Prepare Budgets	5
Section	7	Duty to Levy and Collect Assessments	5
Section	8	Power to Adopt Rules and Regulations	5
Section		Power to Enforce Declaration and Rules and	-
598	5	Regulations	5
Section	10	Power to Engage Employees, Agents and	
Deceron	10	Concultants	
o	2.2	Consultants	6
Section	11	General Corporate Powers	6
	W12074200	3500 5629 8721 - 8235 870 - 4 0 4 7 7 7 9 8 9 7 7 0 4 7 7 7 9 8 9 7 7 7 9 9 9 7 7 9 9 9 9 9 9	
ARTICLE V -	- CO1	VENANT FOR ASSESSMENTS	6
Section	1	General	6
Section		Method of Assessment	6
Section	(Fig. 1)	Subordination of the Lien to Mortgagees	
Section		Coneral Accomments	7
		General Assessments	7
Section		Budget Process	7
Section		Supplementary Assessments	8
Section		Special Assessments	8
Section	8	Reimbursement Assessments	8

Section 1	Declarant/Developer Assessment
	Declarant/Developer Assessment
Section 1	
Section 1	
Section 1	3 NO Abatement
Section 1	4 Ellect of Nonpayment of Assessment.
	Remedies of Association
ADDITOTE UT	UCP AND OWNER PROPERTY
WELLCTE AT -	USE AND OTHER RESTRICTIONS
Section 1	
Section 2	Restriction on Further Subdivision
Section 3	
Section 4	Single-ramily Residences
Section 5	Appearance
Section 6	Restrictions on Signs
Section 7	CONDITIONS for Architectural Control
Section 8	
Section 9	Rules and Regulations
	Restrictions on Parking and Storage
Section 1	o Animais within Project
Section 1	1 Control of Antennas and Receiving Equipment .
Section 1	2 Underground Electric Lines
Section 1	3 No Ungardona Activities
1000	madurada mocriticica
Section 1	
Section 1	5 Dog Runs, Clotheslines and Storage Areas
Section 1	6 Garbage and Refuse Disposal
Section 1	7 Ponair
Section 1	
Section 1	9 Trash Burning
Section 2	0 Air Conditioning Units and
	Attic Enhance Tare
G	Attic Exhaust Fans
Section 2	Attic Exhaust Fans
ARTICLE VII	- INSURANCE
Section 1	Thousand
Section 2	
Section 3	Insurance for Common Area
Section 4	3
	ADDUAL ROVION OF Incurance Deligion
Section 5	
Section 5	Distribution of Insurance Proceeds by
	Distribution of Insurance Proceeds by the Association
Section 5 Section 6	Distribution of Insurance Proceeds by the Association
	Distribution of Insurance Proceeds by the Association
Section 6	Distribution of Insurance Proceeds by the Association
Section 6	Distribution of Insurance Proceeds by the Association
Section 6	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1	Distribution of Insurance Proceeds by the Association
Section 6	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX -	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX -	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 3 ARTICLE IX - Section 1 Section 2	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 3 ARTICLE IX - Section 1 Section 2 Section 2 Section 3	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 3 ARTICLE IX - Section 1 Section 2 Section 2 Section 3 Section 4	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 3 ARTICLE IX - Section 1 Section 2 Section 2 Section 3 Section 4 Section 5	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 3 ARTICLE IX - Section 1 Section 2 Section 2 Section 3 Section 4	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 3 ARTICLE IX - Section 1 Section 2 Section 3 Section 3 Section 4 Section 5 Section 6	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 3 Section 4 Section 5 Section 6 Section 7	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 4 Section 5 Section 6 Section 7 Section 8	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 4 Section 6 Section 6 Section 7 Section 8 Section 9	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 4 Section 6 Section 6 Section 7 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 4 Section 6 Section 6 Section 7 Section 8 Section 9	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 5 Section 6 Section 6 Section 7 Section 8 Section 9 Section 1 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 1 Section 2 Section 3 Section 4 Section 4 Section 5 Section 6 Section 7 Section 8 Section 1 Section 1 Section 1 Section 1 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 1 Section 2 Section 3 Section 4 Section 4 Section 5 Section 6 Section 7 Section 8 Section 9 Section 1 Section 1 Section 1 Section 1 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 3 Section 4 Section 5 Section 6 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 1 Section 2 Section 3 Section 4 Section 4 Section 5 Section 6 Section 7 Section 8 Section 9 Section 1 Section 1 Section 1 Section 1 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 3 Section 4 Section 5 Section 6 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 2 Section 3 Section 4 Section 4 Section 5 Section 6 Section 7 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 4 Section 5 Section 6 Section 7 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 6 Section 6 Section 6 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association Other Insurance
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 4 Section 5 Section 6 Section 7 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association Other Insurance
Section 6 ARTICLE VIII Section 1 Section 2 Section 3 ARTICLE IX - Section 2 Section 2 Section 3 Section 4 Section 6 Section 6 Section 6 Section 7 Section 8 Section 9 Section 1	Distribution of Insurance Proceeds by the Association Other Insurance VARIOUS RIGHTS AND EASEMENTS Association Easements Easements Deemed Appurtenant Title to Common Area ARCHITECTURAL REVIEW Membership of Board Improvement to Property Defined Approval of Improvements Required Board Guidelines or Rules Submission of Plans Criteria for Approval Architectural Review Fee Decision of Board Failure of Board to Act on Plans Obtaining Governmental Approvals Prosecution of Work After Approval Notice of Completion Inspection of Work Notice of Noncompliance Failure of Board to Act After Completion Correction of Noncompliance No Implied Waiver or Estoppel Committee Power to Grant Variances Records of Actions

ARTICLE X -	TERMINATION AND AMENDMENT OF	DECLARATION		17
Section :				17
Section 2	2 Amendment			17
Section :	Special Amendment			17
Section 4	Recording			17
ARTICLE XI	- CONDEMNATION, DAMAGE OR			
	DESTRUCTION TO COMMON AREA		• 0•	18
Section :		Common Area		18
Section :				18
Section :	3 Condemnation Procedure .			18
ARTICLE XII	- RIGHTS RESERVED BY DECLARA	NT		. 19
ARTICLE XII	I - COMPULSORY ARBITRATION .			19
ARTICLE XIV	- GENERAL PROVISIONS			20
Section	l Enforcement			20
Section	2 Severability			20
Section	3 Claims			20
Section	4 Waiver			20
Section		19 70 19 19 19 19	2 2	20
Section	6 Conflicts of Provisions .		8 8	20
Section	7 Owners Right to Examine .			20
Section				
Section	wediscracton by owner or	mailing Muul	C 33	21

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

STONEY BROOK

PREAMBLE

THIS DECLARATION, made on the date hereinafter set forth, by W.A.G. Investments, a Colorado Limited Liability Company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property located in the City of Greeley, Weld County, State of Colorado, more particularly described as follows:

Lots 1-40 of Stoney Brook, a residential subdivision of the City of Greeley, Colorado.

WHEREAS, this Declaration is executed pursuant to and in furtherance of a common and general plan (a) to protect and enhance the quality, value, desirability and attractiveness of all property which may be subject to this Declaration; (b) to provide for an association as a vehicle to perform certain functions for the benefit of owners of property subject to this Declaration; (c) to define duties, powers and rights of the association; and (d) to define certain duties, powers and rights of owners of property subject to this Declaration with respect to the association and with respect to the functions undertaken by the association; and

WHEREAS, Declarant, for itself, its successors and assigns, hereby declares that all property herein or hereafter made subject to this Declaration, in the manner hereinafter provided, and each part thereof shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration for the duration thereof, all of which shall run with the title to such property and be binding upon all parties having any right, title or interest in said property or any part thereof and upon their heirs, personal representatives, successors and assigns and shall inure to the benefit of each party having any such right, title or interest in said property or any part thereof.

NOW, THEREFORE, the Declarant with this Declaration states that the real property described in the Preamble is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Review Committee" shall mean the Board as defined in Section 6 of this Article I.

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may from time to time be amended.

- Section 3. "Association" shall mean and refer to Stoney Brook Homeowner's Association of Greeley, a Colorado corporation, not-for-profit, its successors and assigns.
- Section 4. "Association Fences" shall mean the fences located or to be located on the Common Area. The precise locations of the Association Fences shall be as determined by Declarant.
- Section 5. "Assessment" shall mean and refer to any assessment levied, charged, or assessed against an Owner in accordance with the provisions of this Declaration.
- Section 6. "Board" shall mean the Board of Directors of the Association.
- Section 7. "Bylaws" shall mean and refer to the duly adopted Bylaws of the Association, as the same may from time to time be amended.
- Section 8. "Common Area" shall mean and refer to all real property and Improvements owned or leased by the Association which shall include, by way of example but without limitation, all exterior fencing, exterior lighting, sprinkler systems and walks owned by the Association. Said areas are intended to be devoted to the common use and enjoyment of Owners (subject to the provisions hereof) and are not dedicated for use by the general public except as indicated on the Subdivision Plat in the Real Estate Records of the Clerk and Recorder of Weld County, Colorado. The definition of Common Area shall expressly exclude any public streets or alleys as shown on the Subdivision Plat identified above. The common area shall be owned by the Association at the time of the conveyance of the first Lot as described in the Preamble alluded hereto and incorporated herein by this reference.
- <u>Section 9</u>. "Declaration" shall mean the covenants, conditions, and restrictions, and all other provisions herein set forth in this entire document, as the same may from time to time be amended.
- Section 10. "Developer" or Declarant shall mean and refer to W.A.G., a Colorado Limited Liability Company, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law.
- <u>Section 11</u>. "First Mortgagee" shall mean and refer to a Lender who holds either a first deed of trust or a first mortgage on a Lot.
- Section 12. "Improvements" shall mean and refer to all improvements now or hereafter constructed including, without limitation, all Association exterior boundary fencing, exterior lighting, sprinkling systems and walks within the project owned by the Association.
- Section 13. "Lender" shall mean and refer to a First Mortgagee which is an individual, trust, federally or state chartered bank, a federal or state savings bank, or savings and loan institution, a real estate investment trust, or any corporation whose primary business is the making, purchasing, or placing of mortgage loans, who shall perfect a first priority security position as to any Lot within the Project.
- Section 14. "Lot" shall mean and refer to any numbered Plot of land shown as such upon any recorded final filing plat, with the exception of Common Area as heretofore defined, or with the exception of any area dedicated to the City of Greeley, Colorado.

<u>Section 15</u>. "Member" shall mean and refer to the Person designated as such pursuant to Article III.

Section 16. "Mortgage" shall mean and refer to a mortgage, deed of trust, or other similar security instrument held or owned by a Lender which encumbers any Lot.

Section 17. "Owner" means any person, corporation, partnership, association, contract sellers or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Lots and shall include the purchaser under any executory land sales contract wherein the Administrator of Veteran's Affairs is seller, whether recorded or not, and whether owned by said Administrator or his assigns. The term "Owner" shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner but shall not refer to any Lender as herein defined, or other person or entity having an ownership interest in any Lot merely as security for the performance of an obligation, unless such Lender has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

<u>Section 18.</u> "Person" shall mean an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Section 19. "Project" shall mean and refer to all real property which became subject to the Declaration.

Section 20. "Quorum of Owners" shall mean the representation by presence or proxy of Members who hold fifty percent (50%) of the outstanding votes entitled to be cast on any issue.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

<u>Section 1 - Existing Property</u>. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Greeley, Weld County, State of Colorado and is more particularly described as Lots 1-40 of the Stoney Brook subdivision in the City of Greeley, Colorado.

ARTICLE III

ASSOCIATION STRUCTURE AND FORMAT

<u>Section 1 - Organization</u>. The Association is a nonprofit, nonstock corporation organized and existing under the laws of Colorado, charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation and Bylaws, as such may be amended from time to time, provided that the Articles of Incorporation and Bylaws shall not for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2 - Membership.

(a) <u>Basis</u>. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Declaration, Articles of Incorporation or Bylaws.

- (b) <u>Member's Rights and Duties</u>. Each Member shall have the rights, duties and obligations set forth in this Declaration, the Articles of Incorporation or Bylaws.
- (c) <u>Voting Rights</u>. The Association shall have one (1) class of voting membership:
- (d) Exercise of Vote. Membership shall be appurtenant to and may not be separated from record ownership of a Lot, and such membership shall automatically transfer to the new Owner upon any sale, transfer, or other disposition of a Lot subject to the provisions of this Declaration. There shall not be more than one (1) Member for any Lot within the Project. Upon transfer, sale, or other disposition of all or some of the fee interest in a Lot, the then Owner shall automatically become the Member with respect to such Lot. The vote for any Membership, which is held by more than one (1) person may only be exercised by one (1) person, or if the Owner is a corporation, by an officer of such corporation. A written notice subscribed to by all of such persons or by such corporation, as the case may be, designating one (1) of such persons or an officer of such corporation as the person entitled to cast the vote with respect to such Lot shall be delivered to the Secretary of the Association prior to the start of any annual or special meeting of the Association. Without this written notice, the vote for the Membership shall not be counted.

If less than twenty-five percent (25%) of the outstanding votes are cast in an election for any elective office, the Board of Directors may declare the results of such election invalid and elect a Member to fill such office.

Section 3 - Board of Directors.

(a) <u>Composition</u>. The number of Directors shall be as provided in the Articles of Incorporation and Bylaws which shall be three (3) members unless amended. The Declarant, until the conveyance of the last lot in the project to a purchaser other than the developer, shall have the right to appoint the three (3) Directors. All elected Directors shall be Members while appointed Directors need not be Members of the Association.

(b) Extent of Power.

- (1) The Board of Directors shall have all powers for the conduct of the affairs of the Association which are enabled by law, this Declaration of Covenants or the Articles of Incorporation and its Bylaws which are not specifically reserved to Members or the Declarant.
- (2) The Board of Directors shall exercise its powers in accordance with this Declaration of Covenants, Articles of Incorporation and its Bylaws.

ARTICLE IV

DUTIES AND POWERS OF STONEY BROOK HOMEOWNER'S ASSOCIATION OF GREELEY

<u>Section 1 - General Duties and Powers of Association</u>. The Association has been formed to further the common interests of the Members of the Association. The Association, acting through its Board of Directors or Persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members of the

Association, to maintain, improve and enhance the Common Area and to improve and enhance the attractiveness and desirability of the Project.

Section 2 - Duty to Accept Property and Facilities Transferred by Declarant. The Association shall accept the title to any Common Area, including any Improvements thereon, including fencing and personal property or equipment transferred to the Association by Declarant, together with the responsibility to perform any and all of the functions set forth in this Declaration in connection therewith, provided that such property and functions are not inconsistent with the terms of this Declaration. Real property interests transferred by Declarant to the Association shall consist of fee simple title to the Common Area and the exterior Association fencing and the easements therefor as contained herein.

Section 3 - Duty to Manage and Care for the Association Exterior Fences. Upon commencement of the Common Assessments and following the installation of the Association Exterior Fences, the Association shall manage, operate, care for, maintain, repair and replace the Association Exterior Fences and keep the Association Exterior Fences in an attractive and desirable condition.

Section 4 - Duty to Manage and Care for Association Common Area. Upon commencement of the Common Assessments and following the installation of the Association Common Areas, the Association shall manage, operate, care for, maintain and repair the Association Common Area and keep the Association Common Areas in an attractive and desirable condition.

Section 5 - Duty to Pay Taxes and Assessments. The Association shall be obligated to pay all taxes and assessments levied on any property or facilities transferred to or acquired and owned by the Association except taxes and assessments applicable to the period prior to transfer of such property or facilities by Declarant which shall be prorated as of the time of such transfer and paid by Declarant. The Association may contest the validity or applicability of any such taxes, assessments or impositions so long as such contest does not jeopardize the title of the Association to any such property or facilities.

<u>Section 6 - Duty to Prepare Budgets</u>. The Association shall prepare budgets as elsewhere provided in this Declaration.

<u>Section 7 - Duty to Levy and Collect Assessments</u>. The Association shall levy and collect Assessments as elsewhere provided in this Declaration.

Section 8 - Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use of any property within the project. Any such rules and regulations shall be reasonable and uniformly applied. Such rules and regulations shall be effective only upon adoption by resolution of the Board of Directors of the Association. Notice of the adoption, amendment or repeal of any rule or regulation shall be given in writing to each Member of the Association, and copies of the currently effective rules and regulations will be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such rules and regulations. Such rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 9 - Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the

provisions of this Association Declaration and of its rules and regulations and shall take such action as the Board of Directors of the Association deems necessary or desirable to cause such compliance by each Member of the Association. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of rules and regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Project without liability to the Owner thereof, for the purpose of enforcement or causing compliance with this Declaration or rules and regulations of the Association; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the rules and regulations of the Association, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the rules and regulations of the Association; (d) by levying and collecting a Reimbursement Assessment against any member of the Association for breach of this Declaration or such rules and regulations by such Member or a Related User of such member; and (e) by levying and collecting reasonable and uniformly applied fines and penalties, established in advance in the rules and regulations of the Association, from any Member of the Association for breach of or failure to comply with this Declaration or the rules and regulations of the Association.

Section 10 - Power to Engage Employees, Agents and Consultants. The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration.

Section 11 - General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Nonprofit Corporation Act subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or Bylaws of the Association. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration or the Articles of Incorporation and Bylaws of the Association and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration and the Articles of Incorporation and Bylaws of the Association.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1 - General. The Association shall have the power to levy Assessments against the Lots and the Owners thereof, and each Owner, and, if more than one (1) Person, all such Persons, jointly and severally, by acceptance of the deed to a Lot, whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree expressly in any such deed to pay all such Assessments in the manner and for the purposes provided herein. Subject to the provisions hereof, the Board shall have the power and authority to determine all matters in connection with Assessments, including the power and authority to determine where, when, and how Assessments shall be paid to the Association, and each Owner shall comply with such determination.

<u>Section 2 - Method of Assessment</u>. All Assessments shall be levied by the Association against Lots and collected and disbursed by the Association. The Board of Directors shall fix the amount of the Assessments as provided hereinafter and set the date or dates such Assessments shall become due.

Section 3 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgagee, including any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is the seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption or other exemption as is now or may hereafter be provided by Colorado or Federal law. acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien. Sale or transfer of any Lot shall not affect the liens for said charges except that sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including a deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract shall extinguish the lien of such charges as to payments which became due prior to such sale, transfer, cancellation or forfeiture of executory land sales contract. No sale, transfer, cancellation or forfeiture of executory land sales contract shall relieve such Lot from liability for any such charges thereafter becoming due or from the lien thereof; provided, however, that in the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrue prior to the acquisition of title to the Lot by such First Mortgagee.

Section 4 - General Assessments.

- (a) <u>Purpose</u>. The General Assessment shall be used exclusively to promote the welfare of the Members and in particular to improve, maintain, and operate the Common Areas and facilities, including funding of an adequate reserve fund for maintenance, repair, replacement of those elements of the Common Areas that must be replaced on a periodic basis, and to pay annual insurance costs necessary to the Association, all tax liabilities assessed by any federal, state or local tax authority relating to the common areas, as well as any professional fees incurred by the Association.
- (b) <u>Method of Assessment</u>. By vote of a majority of the Board of Directors, the Board shall fix the General Assessment at an amount which shall be sufficient to meet the obligations imposed by the Declaration. In the event the Board fails to fix an Assessment for any fiscal year, then each Assessment established for the prior year shall automatically be continued until such time as the Board acts.
- (c) <u>Date of Commencement of General Assessments</u>. The first General Assessment provided for herein shall commence in the same year as the conveyance of a Lot to a third party purchaser other than the Developer/Declarant.

Section 5 - Budget Process. To determine the amount required to be raised by General Assessments for any fiscal year, the Board shall prepare an Annual Budget for such fiscal year showing, in reasonable detail, the various matters proposed to be covered by the Budget, the estimated costs and expenses which will be payable, and the estimated income and the funds which will be available in that fiscal year, and the estimated total amount of money required to be raised by the General Assessment to cover such costs and expenses and to provide a reasonable reserve. The Board of Directors shall furnish a copy of such Budget to any Owner upon request, and upon request to any Lender. Based on such Budget, the Board of Directors shall determine the amount of the General Assessment for such fiscal period as is provided in this Article V. The total amount of money required to be raised by the General Assessment for such fiscal year shall be the amount as determined by the Board necessary to satisfy the costs and expenses of fulfilling such functions and obligations of the Association in the

coming fiscal year, including the payment of debts from prior fiscal years, providing reasonable reserves, and providing a reasonable carry-over reserve for the following fiscal year.

Section 6 - Supplementary Assessments. In the event that the Board shall determine, at any time or from time to time, that the amount of the General Assessment is not adequate to pay for the costs and expenses of fulfilling the Association's obligations hereunder, one or more Supplementary Assessments may be made for the purpose of providing the additional funds required. To determine the amount required to be raised by each Supplementary Assessment, the Board shall revise the annual budget for such fiscal year provided in Article V, Section 5, or prepare a new budget, a copy of which shall be furnished to any Owner, or on request, to any Lender. Based on such revised or new Budget, the Board may make a Supplementary Assessment for such fiscal year against each Lot.

Section 7 - Special Assessments. Special Assessments may be made for the purposes of raising funds for capital improvements and for any other Association purpose for which General Assessments may not or have not been made. Whether to make a Special Assessment and the amount thereof per Lot shall be determined by the Board; provided that no Special Assessment shall be valid unless approved by a majority vote of the Members present and voting in person or by proxy at any Annual Meeting of the Members of the Association or at any Special Meeting thereof called for the purpose of considering such Special Assessment.

Section 8 - Reimbursement Assessments. The Board of Directors of the Association may, subject to the provisions hereof, levy an Assessment against any Member if (a) the willful or negligent failure of the Member to comply with this Declaration, the Articles of Incorporation, the Bylaws of the Association, rules and regulations adopted by the Association which have resulted in the expenditure of funds to cause such compliance, or (b) if a Member shall fail to pay any fines or penalties established in the rules and regulations of the Association for breach of or failure to comply with this Declaration or such rules and regulations. Such Assessments shall be known as Reimbursement Assessments. The amount of the Reimbursement Assessments shall be due and payable to the Association seven (7) days after notice to the Member of the decision of the Board of Directors of the Association that the Assessment is owing.

Section 9 - Declarant/Developer Assessment. The Declarant/Developer or its assigns shall have no obligation to pay any general monthly assessment on each improved Lot which has been platted within the project which Declarant/ Developer owns, but has not conveyed to third party purchasers. Should the Declarant/Developer or its assigns build a Residential Home on any lot the Declarant/ Developer or its assigns shall have no obligation to pay any general monthly assessment to the Association until such time as that Residential Home and Lot are conveyed to a third party purchaser.

Section 10 - Time for Payments. The General Assessment for each Lot shall be payable annually, due on the date set by the Board. Special and Supplementary Assessments shall be payable as provided in the resolutions authorizing the same. All General, Supplementary, and Special Assessments shall be due and payable without notice or demand, and all Assessments shall be paid without any setoff or diminution of any kind. Any Assessment or installment thereof or other amount payable pursuant to this Section or under the Articles of Incorporation or its Bylaws which is not paid when due shall bear interest from the date due until paid at the maximum rate of ten percent (10%) per annum as the Board shall determine and/or may be subject to a late charge as may be set and uniformly applied by the Board. All payments on account

shall be first applied to interest and late charges and then to the Assessment payment due.

Section 11 - Lien for Assessments and Other Amounts. The Association shall have a lien against each Lot to secure payment of any Assessment and other amounts due and owing to the Association with respect to that Lot plus interest and/or any late charges as provided in Section 10 of this Article V, plus all costs an expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in any manner for foreclosure of mortgages in the State of Colorado. The obligations being part of the purchase price of each Lot, such lien shall be superior and paramount to any homestead or other exemption provided by law, and each Owner hereby specifically waives his homestead exemption, but only with respect to such lien for Association assessments.

Section 12 - Estoppel Certificate. Upon payment of a reasonable fee and upon written request of any Owner, or First Mortgagee, or any person with any right, title or interest in a Lot or intending to acquire any right, title, or interest in a Lot, the Association shall furnish a written statement stating forth the amount of any Assessments, if any, due or accrued and then unpaid with respect to such Lot and the amount of the Assessments for the current fiscal period of the Association payable with respect to the Lot, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association, for all purposes, that no greater or other amounts were then due or accrued and unpaid.

<u>Section 13 - No Abatement</u>. No diminution or abatement of Assessments shall be allowed or claimed for any reason including, without limitation, from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance, or order of a governmental authority.

Section 14 - Effect of Nonpayment of Assessments: Remedies of Association. Any assessment not paid within seven (7) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (a) declare the entire balance of such General, Special, Supplementary or Reimbursement Assessment due and payable in full; (b) charge interest from the due date at a percentage rate not greater than the statutory maximum, such rate to be set by the Board for each Assessment; (c) give notice, to the Owner that in the event payment with accrued interest is not paid within ten (10) days from the date of such notice, then the express contractual lien provided for herein shall be foreclosed; or (d) commence an action for all sums due and payable in the appropriate court in Weld County. The Association shall have the same remedies described herein in the event that any Reimbursement Assessment is not paid within seven (7) days after service upon the owner of the Assessment.

ARTICLE VI

USE AND OTHER RESTRICTIONS

<u>Section 1 - Nuisances</u>. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or to be detrimental to the well being of any other Member of the Association.

<u>Section 2 - Restriction on Further Subdivision</u>. No Lot upon which a Residential Home has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.

transmissions and any radio receiving or transmitting devices of any type are expressly prohibited unless approved in writing by the Board of Directors of the Association.

Section 12 - Underground Electric Lines. All electric, television, radio, telephone line installations and connections from any property line of a Lot to a residence or other structures shall be placed underground, except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 13 - No Hazardous Activities. No activities shall be conducted on the project and on improvements constructed on the project which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any of the project and no open fires shall be lighted or permitted on the project except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

Section 14 - No Annoying Light, Sound, or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive to others.

Section 15 - Dog Runs, Clotheslines, and Storage Areas. Any clothesline, dog run, drying yards, storage area or wood pile shall be screened and located within the confines of enclosures such as a privacy fence or wall located within a lot line so as to conceal them from the view of neighboring units or any public street and shall be subject to the provisions of this Declaration regarding Architectural Control.

<u>Section 16 - Garbage and Refuse Disposal</u>. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, and not on any Lots unless placed in a container suitably located, solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 17 - Repair. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, or boats, may be performed on any Lot unless it is done within completely enclosed structures located in the Residential Home which screen the sight and sound of the activity from the street and from adjoining property nor shall any such activity be performed on the Common Area. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle together with those activities normally incident and necessary to such washing and polishing.

<u>Section 18 - Storage</u>. No tanks for the storage of gas, fuel, oil, or other materials shall be erected, placed, or permitted above or below the surface of the Lot.

Section 19 - Trash Burning. Trash, leaves, and other similar materials shall not be burned within the Project.

Section 20 - Air Conditioning Units and Attic Exhaust Fans. Only central air conditioning systems and attic exhaust fans which are located completely within the roof structure of a Residential Home shall be allowed with prior approval of the Board of Directors. No window or swamp cooler type air conditioning units shall be included within Residential Homes.

Section 21 - Covenants Run with Land. It is expressly understood and agreed that all covenants, conditions, and

restrictions contained herein are intended to and shall run with the land, and Declarant hereby agrees, for itself and its successors and assigns, that such covenants, individually and collectively, touch and concern the land and shall be binding, fully and in all respects, upon Declarant's successors in title to the land, regardless of how succession of title may be accomplished.

ARTICLE VII

INSURANCE

Section 1 - Insurance. All insurance, other than title insurance, carried in connection with the Common Area, Lots, Dwelling Units, Improvements, and Project shall be governed by the provisions of this Article VII.

<u>Section 2 - Insurance Requirements Generally</u>. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability, and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized and licensed to do insurance business in the State of Colorado.

To the extent possible, the casualty, property, and liability insurance shall: (1) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents, and members; (ii) provide that the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, its officers, directors, employees, and agents; and (iii) provide that the policy of insurance shall not be terminated, canceled, or substantially modified without at least thirty (30) days' prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice and which shall be consistent with the requirements of any First Mortgagees. Any loss falling within the deductible portion of a policy shall be borne by the Association. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds collected by Assessments and otherwise provided in this Declaration.

<u>Section 3 - Insurance for Common Area</u>. The Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Area. The Association shall maintain the following types of insurance, to the extent that such insurance is reasonably available from a carrier with a Best's Insurance Rating of Class X-B or better:

- (a) A policy of property insurance covering all insurable improvements located on the Common Area, with coverage sufficient to obtain a replacement cost endorsement providing that any claim will be settled on a full replacement cost basis without deduction for depreciation, and including an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement."
- (b) A comprehensive policy of public liability insurance covering all of the Common Area, insuring the Association in an amount not less than \$1,000,000 covering bodily injury, personal injury and property damage liability arising out of a single occurrence, such coverage to include protection deemed necessary by the Board of the Association

<u>Section 4 - Annual Review of Insurance Policies</u>. All insurance policies carried by the Association shall be reviewed at least annually by the Board of Directors of the Association to

including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern; (d) landscaping, planting, clearing or removing of trees, shrubs, grass or plants; and (e) any change or alteration of any previously approved Improvement to Property including any change of exterior appearance, color or texture.

Section 3 - Approval of Improvements Required. The approval of the Board shall be required for any Improvement to Property on any Lot within the subdivision, except for any Improvement to Property made by Declarant and except as prior approval may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Board because approval in such case or cases is not reasonably required to carry out the purposes of this Declaration.

Section 4 - Board Guidelines or Rules. The Board may issue guidelines or rules relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. Such guidelines or rules may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the circumstances. Such guidelines or rules may waive the requirement for approval of certain Improvements to property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. Such guidelines or rules may elaborate or expand upon the provisions herein relating to procedures and criteria for Such guidelines or rules may specify rules and restrictions pertaining to the construction of Improvements to property, including, for example, the storage of construction materials and hours of construction operations. Such guidelines or rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 5 - Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to property, the Owner or its duly authorized representative proposing to make such Improvement to property ("Applicant") shall submit to the Board at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Board shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property ("Plans"). The Board may require submission of additional Plans or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the Board of all required materials in connection with the proposed Improvement to Property, the Board may postpone review of any materials submitted for approval.

Section 6 - Criteria for Approval. The Board shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the Project in the vicinity of the proposed Improvement to Property; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Project; and that the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Project or the enjoyment thereof by Owners. The Board may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Board may deem appropriate.

Section 7 - Architectural Review Fee. The Board may, in its guidelines or rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property. The Board may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determine in any other reasonable manner, such as based upon the estimated cost of the proposed Improvement to Property.

Section 8 - Decision of Board. The decision of the Board shall be made within thirty (30) days after receipt by the Board of all materials required by the Board unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Board shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Board.

Section 9 - Failure of Board to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Board within thirty (30) days after the date of receipt by the Board of all required materials including, in the case of Initial Improvements, final working drawings.

Section 10 - Obtaining Governmental Approvals. Applicant shall obtain, prior to commencement of construction of any Improvements to Property, all permits, licenses, certificates, consents and any other approvals necessary or required pursuant to any law, ordinance, resolution, order, rule or regulation of any governmental authority having jurisdiction ("Governmental Approvals") in order for Applicant to construct, operate and maintain the Improvements to Property. The Governmental Approvals shall be deemed to include, but not be limited to, building approvals by the City of Greeley, Colorado.

Section 11 - Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible in complete conformity with the description of the proposed Improvement of Property, any materials submitted to the Board in connection with the proposed Improvement to Property, any conditions imposed by the Board and in compliance with the conditions and restrictions of this Declaration.

Section 12 - Notice of Completion. Upon completion of any Improvement of Property, the Applicant may give written Notice of Completion to the Board. Until the date of receipt of such a Notice of Completion, the Board shall not be deemed to have notice of completion of such Initial Improvements or Improvement to Property.

<u>Section 13 - Inspection of Work</u>. The Board or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion, provided that the right of inspection shall terminate thirty (30) days after the Board shall have received a Notice of Completion from the Applicant.

Section 14 - Notice of Noncompliance. If, as a result of inspections or otherwise, the Board finds that any Improvement to property has been done without obtaining the approval of the Board, or was not done in substantial compliance with the approved Plans or other materials furnished to, and any conditions imposed by, the Board, or has not been accomplished as promptly and diligently as possible, then the Board shall notify the Applicant in writing of the noncompliance; which notice shall be given, in any event, within thirty (30) days after the Board receives a Notice of Completion from the Applicant. The notice shall specify the

TOTE COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

STONEY BROOK

absence of either party if notice of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Colorado Rules of Civil Procedure, and the costs of arbitration including reasonable attorney's fees shall be borne by the losing party thereto unless the arbitrators specify otherwise. All awards of the arbitrators may be filed with the Clerk of the District Court of Weld County, State of Colorado, as a basis of declaratory or other judgment and for the issuance of execution, and at the election of the party asking such filing, with the clerk of one or more other courts, state or federal having jurisdiction over the party against whom such an award is rendered or that person's property. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

ARTICLE XIV

GENERAL PROVISIONS

<u>Section 1 - Enforcement</u>. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

<u>Section 2 - Severability</u>. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3 - Claims. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of the Association or Declarant to enforce any provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

<u>Section 4 - Waiver</u>. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5 - Litigation Limitations. So long as the Declarant or any successor in interest has an interest in the Project, the Association shall not use its financial resources to defray any costs of opposing the development activities of the Declarant so long as they remain consistent with the general intent of any development plan identified by the Declarant. Nothing in this Section shall be construed to limit the rights of members to act as individuals or in affiliation with other members or groups in an action against the Declarant.

<u>Section 6 - Conflicts of Provisions</u>. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and Bylaws of the Association, the Articles of Incorporation shall control.

<u>Section 7 - Owners Right to Examine</u>. Each Lot owner shall have a right to examine the books and records of the Association at any reasonable time.

Section 8 - Registration by Owner of Mailing Address. Each Owner shall register a mailing address with the Association, and all notices or demands intended to be served upon an Owner shall be sent by either regular or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing

address. served upo by regular Associatio writing to	on the I or cer on at s	Board of rtified much addr	Director	s of the tage pres	association aid. to t	the office	of the
			BI LEMYSIYE WITER	control #17 1# noteton in 1886	1.14	this Decla	tion

writing to each owner.	
IN WITNESS WHEREOF, Declarant I	nas executed this Declaration
Declara W.A.G. a Color	ant INVESTMENTS ado Limited Liability Company
By: Bruce	Willard
By:	Austin
By:	Gibson
STATE OF COLORADO)) ss. COUNTY OF WELD)	
The foregoing instrument was acknown of , 1991, by BRUCE WILL GIBSON, of W.A.G. Investments, a Company.	nowledged before me this LARD, E. R. AUSTIN and DENNIS Colorado Limited Liability
WITNESS my hand and official sea	1.
Notary Address	
My Comm	ission Expires:



Balance Sheet

As of 1/31/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, Co 80631 970-515-5004 info@onewayhoa.com

\$8,376.37

Total Liabilities & Equity

Stoney Brook Homeowners Association of Greeley	
Assets	
Current Asset	
Stoney Brook - Operating 1st Bank	4,376.06
Stoney Brook - Savings - 1st Bank	4,000.31
Total Current Asset	\$8,376.37
Total Assets	\$8,376.37
Liabilities	
Total Liabilities	\$0.00
Equity	
Opening Balance Equity	17,000.00
Retained Earnings	(7,880.94)
Net Income	(742.69)
Total Equity	\$8,376.37

Generated 02/19/2021 13:37:51 Page 1 of 1



Budget vs. Actuals

Cash basis

OneWay Community Management 1008 8th St Greeley, Co 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

	1/1/2021 - 1/31/2021			1/1/2021 - 12/31/2021				
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	680.00	795.83	(115.83)	85.45 %	680.00	9,550.00	(8,870.00)	7.12 %
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	0.00	3,652.00	(3,652.00)	0.00 %
Total for Income	\$680.00	\$1,100.17	(\$420.17)	61.81 %	\$680.00	\$13,202.00	(\$12,522.00)	5.15 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	0.00	60.00	(60.00)	0.00 %
Reconcile Bank Accounts	35.00	0.00	35.00		35.00	0.00	35.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$35.00	\$21.50	\$13.50	162.79 %	\$35.00	\$258.00	(\$223.00)	13.57 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	0.00	749.00	(749.00)	0.00 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$0.00	\$749.00	(\$749.00)	0.00 %
LANDSCAPE MAINTENANCE								
Fall and Spring Clean up	200.00	0.00	200.00		200.00	0.00	200.00	
Lawn Care Contract	765.88	500.00	265.88	153.18 %	765.88	6,000.00	(5,234.12)	12.76 %
Total for LANDSCAPE MAINTENANCE	\$965.88	\$500.00	\$465.88	193.18 %	\$965.88	\$6,000.00	(\$5,034.12)	16.10 %
LEGAL and PROFESSIONAL FEES								
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Management Fees	410.00	0.00	410.00		410.00	0.00	410.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %

Generated 02/19/2021 13:37:56 Page 1 of 2



Budget vs. Actuals

Cash basis

OneWay Community Management 1008 8th St Greeley, Co 80631 970-515-5004 info@onewayhoa.com

	1/1/2021 - 1/31/2021				1/1/2021 - 12/31/2021			
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Total for LEGAL and PROFESSIONAL FEES	\$410.00	\$819.50	(\$409.50)	50.03 %	\$410.00	\$9,834.00	(\$9,424.00)	4.17 %
UTILITIES								
Electric	11.84	12.50	(0.66)	94.72 %	11.84	150.00	(138.16)	7.89 %
Water	0.00	375.00	(375.00)	0.00 %	0.00	4,500.00	(4,500.00)	0.00 %
Total for UTILITIES	\$11.84	\$387.50	(\$375.66)	3.06 %	\$11.84	\$4,650.00	(\$4,638.16)	0.25 %
Total for Expenses	\$1,422.72	\$1,790.92	(\$368.20)	79.44 %	\$1,422.72	\$21,491.00	(\$20,068.28	6.62 %
Net Operating Income	(\$742.72)	(\$690.75)	(\$51.97)	0.00 %	(\$742.72)	(\$8,289.00) \$7,546.28	0.00 %
Non-operating Income								
Interest Income	0.03	3.42	(3.39)	0.88 %	0.03	41.00	(40.97)	0.07 %
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.03	\$10,041.00	(\$10,040.97)	0.00 %
Net Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.03	\$10,041.00	(\$10,040.97)	0.00 %
Net Income	(\$742.69)	\$146.00	(\$888.69)	-508.69 %	(\$742.69)	\$1,752.00	(\$2,494.69)	-42.39 %

Generated 02/19/2021 13:37:56 Page 2 of 2



Total Equity

Total Liabilities & Equity

Balance Sheet

As of 2/28/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, Co 80631 970-515-5004 info@onewayhoa.com

\$8,346.31

\$8,346.31

Stoney Brook Homeowners Association of Greeley	
Assets	
Current Asset	
Stoney Brook - Operating 1st Bank	4,345.97
Stoney Brook - Savings - 1st Bank	4,000.34
Total Current Asset	\$8,346.31
Total Assets	\$8,346.31
Liabilities	
Total Liabilities	\$0.00
Equity	
Opening Balance Equity	17,000.00
Retained Earnings	(7,880.94)
Net Income	(772.75)

Generated 03/17/2021 11:10:50 Page 1 of 1



Budget vs. Actuals

Cash basis

OneWay Community Management 1008 8th St Greeley, Co 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

	2/1/2021 - 2/28/2021			1/1/2021 - 12/31/2021				
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	0.00	795.83	(795.83)	0.00 %	680.00	9,550.00	(8,870.00)	7.12 %
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	0.00	3,652.00	(3,652.00)	0.00 %
Total for Income	\$0.00	\$1,100.17	(\$1,100.17)	0.00 %	\$680.00	\$13,202.00	(\$12,522.00)	5.15 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	0.00	60.00	(60.00)	0.00 %
Reconcile Bank Accounts	0.00	0.00	0.00		70.00	0.00	70.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$0.00	\$21.50	(\$21.50)	0.00 %	\$70.00	\$258.00	(\$188.00)	27.13 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	0.00	749.00	(749.00)	0.00 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$0.00	\$749.00	(\$749.00)	0.00 %
LANDSCAPE MAINTENANCE								
Fall and Spring Clean up	0.00	0.00	0.00		200.00	0.00	200.00	
Lawn Care Contract	0.00	500.00	(500.00)	0.00 %	765.88	6,000.00	(5,234.12)	12.76 %
Total for LANDSCAPE MAINTENANCE	\$0.00	\$500.00	(\$500.00)	0.00 %	\$965.88	\$6,000.00	(\$5,034.12)	16.10 %
LEGAL and PROFESSIONAL FEES								
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Management Fees	0.00	0.00	0.00		820.00	0.00	820.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %

Generated 03/17/2021 11:10:47 Page 1 of 2



Budget vs. Actuals

Cash basis

OneWay Community Management 1008 8th St Greeley, Co 80631 970-515-5004 info@onewayhoa.com

		2/1/2021 -	2/28/2021			1/1/2021 - 1	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Total for LEGAL and PROFESSIONAL FEES	\$0.00	\$819.50	(\$819.50)	0.00 %	\$820.00	\$9,834.00	(\$9,014.00)	8.34 %
UTILITIES								
Electric	0.00	12.50	(12.50)	0.00 %	24.00	150.00	(126.00)	16.00 %
Water	0.00	375.00	(375.00)	0.00 %	0.00	4,500.00	(4,500.00)	0.00 %
Total for UTILITIES	\$0.00	\$387.50	(\$387.50)	0.00 %	\$24.00	\$4,650.00	(\$4,626.00)	0.52 %
Total for Expenses	\$0.00	\$1,790.92	(\$1,790.92)	0.00 %	\$1,879.88	\$21,491.00	(\$19,611.12)	8.75 %
Net Operating Income	\$0.00	(\$690.75)	\$690.75	0.00 %	(\$1,199.88)	(\$8,289.00	\$7,089.12	0.00 %
Non-operating Income								
Interest Income	0.03	3.42	(3.39)	0.88 %	0.06	41.00	(40.94)	0.15 %
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.06	\$10,041.00	(\$10,040.94)	0.00 %
Net Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.06	\$10,041.00	(\$10,040.94)	0.00 %
Net Income	\$0.03	\$146.00	(\$145.97)	0.02 %	(\$1,199.82)	\$1,752.00	(\$2,951.82)	-68.48 %

Generated 03/17/2021 11:10:47 Page 2 of 2



Balance Sheet

As of 3/31/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

\$19,171.41
\$19,171.41
(1,742.04)
7,734.64
13,178.8
\$0.00
\$19,171.41
\$19,171.41
6,792.60
4,000.37
5,001.79
3,376.65

Generated 05/07/2021 14:13:57 Page 1 of 1



Budget vs. Actuals

Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

	3/1/2021 - 3/31/2021				1/1/2021 - 12/31/2021			
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	0.00	795.83	(795.83)	0.00 %	1,020.00	9,550.00	(8,530.00)	10.68 %
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	0.00	3,652.00	(3,652.00)	0.00 %
Total for Income	\$0.00	\$1,100.17	(\$1,100.17)	0.00 %	\$1,020.00	\$13,202.00 (\$12,182.00) 7.7		7.73 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	0.00	60.00	(60.00)	0.00 %
Postage and Delivery	55.00	0.00	55.00		55.00	0.00	55.00	
Reconcile Bank Accounts	70.00	0.00	70.00		140.00	0.00	140.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$125.00	\$21.50	\$103.50	581.40 %	\$195.00	\$258.00	(\$63.00)	75.58 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	0.00	749.00	(749.00)	0.00 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$0.00	\$749.00	(\$749.00)	0.00 %
LANDSCAPE MAINTENANCE								
Fall and Spring Clean up	0.00	0.00	0.00		200.00	0.00	200.00	
Lawn Care Contract	0.00	500.00	(500.00)	0.00 %	765.88	6,000.00	(5,234.12)	12.76 %
Total for LANDSCAPE MAINTENANCE	\$0.00	\$500.00	(\$500.00)	0.00 %	\$965.88	\$6,000.00	(\$5,034.12)	16.10 %
LEGAL and PROFESSIONAL FEES								
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Management Fees	820.00	0.00	820.00		1,640.00	0.00	1,640.00	

Generated 05/07/2021 14:13:56 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		3/1/2021 -	3/31/2021			1/1/2021 -	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$820.00	\$819.50	\$0.50	100.06 %	\$1,671.00	\$9,834.00	(\$8,163.00)	16.99 %
UTILITIES								
Electric	24.32	12.50	11.82	194.56 %	48.33	150.00	(101.67)	32.22 %
Water	0.00	375.00	(375.00)	0.00 %	0.00	4,500.00	(4,500.00)	0.00 %
Total for UTILITIES	\$24.32	\$387.50	(\$363.18)	6.28 %	\$48.33	\$4,650.00	(\$4,601.67)	1.04 %
Total for Expenses	\$969.32	\$1,790.92	(\$821.60)	54.12 %	\$2,880.21	\$21,491.00	(\$18,610.79)	13.40 %
Net Operating Income	(\$969.32)	(\$690.75)	(\$278.57)	0.00 %	(\$1,860.21)	(\$8,289.00) \$6,428.79	0.00 %
Non-operating Income								
Interest Income	0.03	3.42	(3.39)	0.88 %	0.13	41.00	(40.87)	0.32 %
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.13	\$10,041.00	(\$10,040.87)	0.00 %
Net Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.13	\$10,041.00	(\$10,040.87)	0.00 %
Net Income	(\$969.29)	\$146.00	(\$1,115.29)	-663.90 %	(\$1,860.08) \$1,752.00	(\$3,612.08)	-106.17 %

Generated 05/07/2021 14:13:56 Page 2 of 2



As of 5/31/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

Total Liabilities & Equity	\$19,323.14
Total Equity	\$19,323.14
Net Income	(1,590.31)
Retained Earnings	7,734.64
Opening Balance Equity	13,178.8
Equity	
Total Liabilities	\$0.00
Liabilities	
Total Assets	\$19,323.14
Total Current Asset	\$19,323.14
Stoney Brook- Savings- Bank of Colorado	6,792.60
Stoney Brook- Savings - 1st Bank	4,000.44
Stoney Brook- Operating- Bank of Colorado	5,001.79
Stoney Brook- Operating- 1st Bank	3,528.3
Current Asset	

Generated 07/15/2021 13:40:33 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		5/1/2021 -	5/31/2021		1/1/2021 - 12/31/2021			
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	1,107.00	795.83	311.17	139.10 %	2,857.00	9,550.00	(6,693.00)	29.92 %
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	0.00	3,652.00	(3,652.00)	0.00 %
Total for Income	\$1,107.00	\$1,100.17	\$6.83	100.62 %	\$2,857.00	\$13,202.00	(\$10,345.00)	21.64 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	0.00	60.00	(60.00)	0.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Reconcile Bank Accounts	35.00	0.00	35.00		210.00	0.00	210.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$35.00	\$21.50	\$13.50	162.79 %	\$265.00	\$258.00	\$7.00	102.71 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Fall and Spring Clean up	0.00	0.00	0.00		200.00	0.00	200.00	
Lawn Care Contract	0.00	500.00	(500.00)	0.00 %	2,477.64	6,000.00	(3,522.36)	41.29 %
Total for LANDSCAPE MAINTENANCE	\$0.00	\$500.00	(\$500.00)	0.00 %	\$2,677.64	\$6,000.00	(\$3,322.36)	44.63 %
LEGAL and PROFESSIONAL FEES								
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Management Fees	410.00	0.00	410.00		2,460.00	0.00	2,460.00	

Generated 07/15/2021 13:40:29 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		5/1/2021	- 5/31/2021					
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
State Filing Fees	10.00	0.00	10.00		10.00	0.00	10.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$420.00	\$819.50	(\$399.50)	51.25 %	\$2,501.00	\$9,834.00	(\$7,333.00)	25.43 %
UTILITIES								
Electric	12.17	12.50	(0.33)	97.36 %	72.71	150.00	(77.29)	48.47 %
Water	0.00	375.00	(375.00)	0.00 %	145.78	4,500.00	(4,354.22)	3.24 %
Total for UTILITIES	\$12.17	\$387.50	(\$375.33)	3.14 %	\$218.49	\$4,650.00	(\$4,431.51)	4.70 %
Total for Expenses	\$467.17	\$1,790.92	(\$1,323.75)	26.09 %	\$6,432.13	\$21,491.00	(\$15,058.87)	29.93 %
Net Operating Income	\$639.83	(\$690.75)	\$1,330.58	0.00 %	(\$3,575.13) (\$8,289.00) \$4,713.87	0.00 %
Non-operating Income								
Interest Income	0.03	3.42	(3.39)	0.88 %	0.19	41.00	(40.81)	0.46 %
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.19	\$10,041.00	(\$10,040.81)	0.00 %
Net Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.19	\$10,041.00	(\$10,040.81)	0.00 %
Net Income	\$639.86	\$146.00	\$493.86	438.26 %	(\$3,574.94) \$1,752.00	(\$5,326.94)	-204.05 %



As of 6/30/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

Total Liabilities & Equity	\$18,290.18
Total Equity	\$18,290.18
Net Income	(2,623.27
Retained Earnings	7,734.64
Opening Balance Equity	13,178.8
Equity	
Total Liabilities	\$0.00
Liabilities	
Total Assets	\$18,290.18
Total Current Asset	\$18,290.18
Stoney Brook- Savings- Bank of Colorado	6,792.60
Stoney Brook- Savings - 1st Bank	4,000.47
Stoney Brook- Operating- Bank of Colorado	5,001.79
Stoney Brook- Operating- 1st Bank	2,495.32
Current Asset	
Assets	

Generated 08/12/2021 10:55:51 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		6/1/2021 -	6/30/2021			1/1/2021 -	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	340.00	795.83	(455.83)	42.72 %	3,902.00	9,550.00	(5,648.00)	40.86 %
Late Fee Income	0.00	0.00	0.00		25.00	0.00	25.00	
Non-Compliance Fines/Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	0.00	3,652.00	(3,652.00)	0.00 %
Total for Income	\$340.00	\$1,100.17	(\$760.17)	30.90 %	\$4,002.00	\$13,202.00	(\$9,200.00)	30.31 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	0.00	60.00	(60.00)	0.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Reconcile Bank Accounts	35.00	0.00	35.00		245.00	0.00	245.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$35.00	\$21.50	\$13.50	162.79 %	\$300.00	\$258.00	\$42.00	116.28 %
INSURANCE								
General Liability Insurance	770.00	62.42	707.58	1,233.64 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$770.00	\$62.42	\$707.58	1,233.64 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Fall and Spring Clean up	0.00	0.00	0.00		200.00	0.00	200.00	
Lawn Care Contract	0.00	500.00	(500.00)	0.00 %	3,243.52	6,000.00	(2,756.48)	54.06 %
Total for LANDSCAPE MAINTENANCE	\$0.00	\$500.00	(\$500.00)	0.00 %	\$3,443.52	\$6,000.00	(\$2,556.48)	57.39 %
LEGAL and PROFESSIONAL FEES								

Generated 08/12/2021 10:55:47 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		6/1/2021 -	6/30/2021			1/1/2021 -	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Management Fees	410.00	0.00	410.00		2,870.00	0.00	2,870.00	
State Filing Fees	0.00	0.00	0.00		48.00	0.00	48.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$410.00	\$819.50	(\$409.50)	50.03 %	\$2,949.00	\$9,834.00	(\$6,885.00)	29.99 %
UTILITIES								
Electric	12.21	12.50	(0.29)	97.68 %	80.36	150.00	(69.64)	53.57 %
Water	145.78	375.00	(229.22)	38.87 %	1,344.36	4,500.00	(3,155.64)	29.87 %
Total for UTILITIES	\$157.99	\$387.50	(\$229.51)	40.77 %	\$1,424.72	\$4,650.00	(\$3,225.28)	30.64 %
Total for Expenses	\$1,372.99	\$1,790.92	(\$417.93)	76.66 %	\$8,887.24	\$21,491.00	(\$12,603.76)	41.35 %
Net Operating Income	(\$1,032.99)	(\$690.75)	(\$342.24)	0.00 %	(\$4,885.24	l)(\$8,289.00	\$3,403.76	0.00 %
Non-operating Income								
Interest Income	0.03	3.42	(3.39)	0.88 %	0.22	41.00	(40.78)	0.54 %
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.22	\$10,041.00	(\$10,040.78)	0.00 %
Net Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$0.22	\$10,041.00	(\$10,040.78)	0.00 %
Net Income	(\$1,032.96)	\$146.00	(\$1,178.96)	-707.51 %	(\$4,885.02	2) \$1,752.00	(\$6,637.02) -	278.83 %

Generated 08/12/2021 10:55:47 Page 2 of 2



As of 7/31/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

Stoney Brook Homeowners Association of Greeley	
Assets	
Current Asset	
Stoney Brook- Operating- 1st Bank	1,103.92
Stoney Brook- Operating- Bank of Colorado	5,001.79
Stoney Brook- Savings - 1st Bank	3,000.03
Stoney Brook- Savings- Bank of Colorado	6,792.60
Total Current Asset	\$15,898.34
Total Assets	\$15,898.34
Liabilities	
Total Liabilities	\$0.00
Equity	
Opening Balance Equity	13,178.8
Retained Earnings-Net Income	7,734.64
Net Income	(5,015.11)
Total Equity	\$15,898.34
Total Liabilities & Equity	\$15,898.34

Generated 09/28/2021 14:48:12 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		7/1/2021 -	7/31/2021			1/1/2021 -	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	1,725.00	795.83	929.17	216.75 %	5,399.00	9,550.00	(4,151.00)	56.53 %
Late Fee Income	0.00	0.00	0.00		1,175.00	0.00	1,175.00	
Non-Compliance Fines/Fees	50.00	0.00	50.00		150.00	0.00	150.00	
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	0.00	3,652.00	(3,652.00)	0.00 %
Total for Income	\$1,775.00	\$1,100.17	\$674.83	161.34 %	\$6,724.00	\$13,202.00	(\$6,478.00)	50.93 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	0.00	60.00	(60.00)	0.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Reconcile Bank Accounts	35.00	0.00	35.00		280.00	0.00	280.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$35.00	\$21.50	\$13.50	162.79 %	\$335.00	\$258.00	\$77.00	129.84 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Lawn Care Contract	2,477.64	500.00	1,977.64	495.53 %	3,443.52	6,000.00	(2,556.48)	57.39 %
Total for LANDSCAPE MAINTENANCE	\$2,477.64	\$500.00	\$1,977.64	495.53 %	\$3,443.52	\$6,000.00	(\$2,556.48)	57.39 %
LEGAL and PROFESSIONAL FEES								
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %

Generated 09/28/2021 14:48:10 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		7/1/2021 -	- 7/31/2021			1/1/2021 -	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Legal Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Management Fees	410.00	0.00	410.00		3,280.00	0.00	3,280.00	
State Filing Fees	38.00	0.00	38.00		48.00	0.00	48.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$448.00	\$819.50	(\$371.50)	54.67 %	\$3,434.00	\$9,834.00	(\$6,400.00)	34.92 %
UTILITIES								
Electric	7.65	12.50	(4.85)	61.20 %	105.36	150.00	(44.64)	70.24 %
Water	1,198.58	375.00	823.58	319.62 %	2,401.87	4,500.00	(2,098.13)	53.37 %
Total for UTILITIES	\$1,206.23	\$387.50	\$818.73	311.29 %	\$2,507.23	\$4,650.00	(\$2,142.77)	53.92 %
Total for Expenses	\$4,166.87	\$1,790.92	\$2,375.95	232.67 %	\$10,489.75	\$21,491.00	(\$11,001.25)	48.81 %
Net Operating Income	(\$2,391.87)	(\$690.75)	(\$1,701.12)	0.00 %	(\$3,765.75) (\$8,289.00) \$4,523.25	0.00 %
Non-operating Income								
Interest Income	0.03	3.42	(3.39)	0.88 %	0.24	41.00	(40.76)	0.59 %
Legal Judgement- Dues/Insurance/Court Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$75.24	\$10,041.00	(\$9,965.76)	0.75 %
Net Non-operating Income	\$0.03	\$836.75	(\$836.72)	0.00 %	\$75.24	\$10,041.00	(\$9,965.76)	0.75 %
Net Income	(\$2,391.84)	\$146.00	(\$2,537.84)	-1,638.25 %	(\$3,690.51) \$1,752.00	(\$5,442.51)	·210.65 %

Generated 09/28/2021 14:48:10 Page 2 of 2



As of 8/31/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

Total Liabilities & Equity	\$15,627.94
Total Equity	\$15,627.94
Net Income	(5,285.51)
Retained Earnings-Net Income	7,734.64
Opening Balance Equity	13,178.81
Equity	
Total Liabilities	\$0.00
Liabilities	
Total Assets	\$15,627.94
Total Current Asset	\$15,627.94
Stoney Brook- Savings- Bank of Colorado	6,792.60
Stoney Brook- Savings - 1st Bank	3,000.05
Stoney Brook- Operating- Bank of Colorado	5,001.79
Stoney Brook- Operating- 1st Bank	833.50
Current Asset	
Assets	

Generated 09/28/2021 15:08:00 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		8/1/2021 -	8/31/2021			1/1/2021 -	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	137.00	795.83	(658.83)	17.21 %	5,399.00	9,550.00	(4,151.00)	56.53 %
Late Fee Income	25.00	0.00	25.00		1,175.00	0.00	1,175.00	
Non-Compliance Fines/Fees	25.00	0.00	25.00		150.00	0.00	150.00	
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	0.00	3,652.00	(3,652.00)	0.00 %
Total for Income	\$187.00	\$1,100.17	(\$913.17)	17.00 %	\$6,724.00	\$13,202.00	(\$6,478.00)	50.93 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	0.00	60.00	(60.00)	0.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Reconcile Bank Accounts	35.00	0.00	35.00		280.00	0.00	280.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$35.00	\$21.50	\$13.50	162.79 %	\$335.00	\$258.00	\$77.00	129.84 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Lawn Care Contract	0.00	500.00	(500.00)	0.00 %	3,443.52	6,000.00	(2,556.48)	57.39 %
Total for LANDSCAPE MAINTENANCE	\$0.00	\$500.00	(\$500.00)	0.00 %	\$3,443.52	\$6,000.00	(\$2,556.48)	57.39 %
LEGAL and PROFESSIONAL FEES								
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %

Generated 09/28/2021 15:08:02 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		8/1/2021 -	8/31/2021			12/31/2021		
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Legal Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Management Fees	410.00	0.00	410.00		3,280.00	0.00	3,280.00	
State Filing Fees	0.00	0.00	0.00		48.00	0.00	48.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$410.00	\$819.50	(\$409.50)	50.03 %	\$3,434.00	\$9,834.00	(\$6,400.00)	34.92 %
UTILITIES								
Electric	12.42	12.50	(80.0)	99.36 %	105.36	150.00	(44.64)	70.24 %
Water	0.00	375.00	(375.00)	0.00 %	2,401.87	4,500.00	(2,098.13)	53.37 %
Total for UTILITIES	\$12.42	\$387.50	(\$375.08)	3.21 %	\$2,507.23	\$4,650.00	(\$2,142.77)	53.92 %
Total for Expenses	\$457.42	\$1,790.92	(\$1,333.50)	25.54 %	\$10,489.75	\$21,491.00	(\$11,001.25)	48.81 %
Net Operating Income	(\$270.42)	(\$690.75)	\$420.33	0.00 %	(\$3,765.75) (\$8,289.00) \$4,523.25	0.00 %
Non-operating Income								
Interest Income	0.02	3.42	(3.40)	0.59 %	0.24	41.00	(40.76)	0.59 %
Legal Judgement- Dues/Insurance/Court Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.02	\$836.75	(\$836.73)	0.00 %	\$75.24	\$10,041.00	(\$9,965.76)	0.75 %
Net Non-operating Income	\$0.02	\$836.75	(\$836.73)	0.00 %	\$75.24	\$10,041.00	(\$9,965.76)	0.75 %
Net Income	(\$270.40)	\$146.00	(\$416.40)	-185.21 %	(\$3,690.51) \$1,752.00	(\$5,442.51)	210.65 %

Generated 09/28/2021 15:08:02 Page 2 of 2



As of 9/30/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

Total Liabilities & Equity	\$16,735.87
Total Equity	\$16,735.87
Net Income	(4,177.58
Retained Earnings-Net Income	7,734.64
Opening Balance Equity	13,178.8
Equity	
Liabilities Total Liabilities	\$0.00
Total Assets	\$16,735.87
Total Current Asset	\$16,735.87
Undeposited Funds	340.00
Stoney Brook- Savings- Bank of Colorado	6,792.60
Stoney Brook- Savings - 1st Bank	1,800.07
Stoney Brook- Operating- Bank of Colorado	5,001.79
Stoney Brook- Operating- 1st Bank	2,801.4
Current Asset	
Assets	

Generated 12/23/2021 13:38:39 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		9/1/2021 - 9	/30/2021			1/1/2021 - 12	2/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	1,410.00	795.83	614.17	177.17 %	14,816.00	9,550.00	5,266.00	155.14 %
Late Fee Income	1,150.00	0.00	1,150.00		1,175.00	0.00	1,175.00	
Non-Compliance Fines/Fees	75.00	0.00	75.00		150.00	0.00	150.00	
Oil & Gas Revenue	0.00	304.33	(304.33)	0.00 %	8,408.83	3,652.00	4,756.83	230.25 %
Total for Income	\$2,635.00	\$1,100.17	\$1,534.83	239.51 %	\$24,549.83	\$13,202.00	\$11,347.83	185.96 %
Expenses								
ADMINISTRATIVE								
Bank Fees	12.00	5.00	7.00	240.00 %	12.00	60.00	(48.00)	20.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Reconcile Bank Accounts	35.00	0.00	35.00		385.00	0.00	385.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$47.00	\$21.50	\$25.50	218.60 %	\$452.00	\$258.00	\$194.00	175.19 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Lawn Care Contract	0.00	500.00	(500.00)	0.00 %	4,975.28	6,000.00	(1,024.72)	82.92 %
Total for LANDSCAPE MAINTENANCE	\$0.00	\$500.00	(\$500.00)	0.00 %	\$4,975.28	\$6,000.00	(\$1,024.72)	82.92 %
LEGAL and PROFESSIONAL FEES								

Generated 12/23/2021 13:38:39 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		9/1/2021 - 9	/30/2021			1/1/2021 - 12	2/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Legal Fees	75.00	0.00	75.00		75.00	0.00	75.00	
Management Fees	410.00	0.00	410.00		4,510.00	0.00	4,510.00	
State Filing Fees	0.00	0.00	0.00		48.00	0.00	48.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$485.00	\$819.50	(\$334.50)	59.18 %	\$4,664.00	\$9,834.00	(\$5,170.00)	47.43 %
UTILITIES								
Electric	12.58	12.50	0.08	100.64 %	143.98	150.00	(6.02)	95.99 %
Water	1,057.51	375.00	682.51	282.00 %	11,094.01	4,500.00	6,594.01	246.53 %
Total for UTILITIES	\$1,070.09	\$387.50	\$682.59	276.15 %	\$11,237.99	\$4,650.00	\$6,587.99	241.68 %
Total for Expenses	\$1,602.09	\$1,790.92	(\$188.83)	89.46 %	\$22,099.27	\$21,491.00	\$608.27	102.83 %
Net Operating Income	\$1,032.91	(\$690.75)	\$1,723.66	0.00 %	\$2,450.56	(\$8,289.00)	\$10,739.56	0.00 %
Non-operating Income								
Interest Income	0.02	3.42	(3.40)	0.59 %	0.29	41.00	(40.71)	0.71 %
Legal Judgement- Dues/Insurance/Court Fees	75.00	0.00	75.00		75.00	0.00	75.00	
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$75.02	\$836.75	(\$761.73)	8.97 %	\$75.29	\$10,041.00	(\$9,965.71)	0.75 %
Net Non-operating Income	\$75.02	\$836.75	(\$761.73)	8.97 %	\$75.29	\$10,041.00	(\$9,965.71)	0.75 %
Net Income	\$1,107.93	\$146.00	\$961.93	758.86 %	\$2,525.85	\$1,752.00	\$773.85	144.17 %

Generated 12/23/2021 13:38:39 Page 2 of 2



As of 10/31/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

Total Liabilities & Equity	\$28,624.4
Total Equity	\$28,624.41
Net Income	7,710.96
Retained Earnings-Net Income	7,734.64
Opening Balance Equity	13,178.8
Equity	
Liabilities Total Liabilities	\$0.00
Total Assets	\$28,624.41
Total Current Asset	\$28,624.41
Undeposited Funds	1,360.00
Stoney Brook- Savings- Bank of Colorado	6,792.60
Stoney Brook- Savings - 1st Bank	1,800.09
Stoney Brook- Operating- Bank of Colorado	5,001.79
Stoney Brook- Operating- 1st Bank	13,669.93
Current Asset	
Assets	

Generated 12/23/2021 13:58:55 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		10/1/2021 - 1	0/31/2021			1/1/2021 - 12	2/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	7,530.00	795.83	6,734.17	946.18 %	14,816.00	9,550.00	5,266.00	155.14 %
Late Fee Income	0.00	0.00	0.00		1,175.00	0.00	1,175.00	
Non-Compliance Fines/Fees	0.00	0.00	0.00		150.00	0.00	150.00	
Oil & Gas Revenue	7,637.44	304.33	7,333.11	2,509.56 %	8,408.83	3,652.00	4,756.83	230.25 %
Total for Income	\$15,167.44	\$1,100.17	\$14,067.27	1,378.65 %	\$24,549.83	\$13,202.00	\$11,347.83	185.96 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	12.00	60.00	(48.00)	20.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Reconcile Bank Accounts	35.00	0.00	35.00		385.00	0.00	385.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$35.00	\$21.50	\$ 13.50	162.79 %	\$452.00	\$258.00	\$194.00	175.19 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Lawn Care Contract	1,531.76	500.00	1,031.76	306.35 %	4,975.28	6,000.00	(1,024.72)	82.92 %
Total for LANDSCAPE MAINTENANCE	\$1,531.76	\$500.00	\$1,031.76	306.35 %	\$4,975.28	\$6,000.00	(\$1,024.72)	82.92 %
LEGAL and PROFESSIONAL FEES								

Generated 12/23/2021 13:58:55 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		10/1/2021 - 1	0/31/2021			1/1/2021 - 12	2/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Legal Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Management Fees	410.00	0.00	410.00		4,510.00	0.00	4,510.00	
State Filing Fees	0.00	0.00	0.00		48.00	0.00	48.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$410.00	\$819.50	(\$409.50)	50.03 %	\$4,664.00	\$9,834.00	(\$5,170.00)	47.43 %
UTILITIES								
Electric	12.63	12.50	0.13	101.04 %	143.98	150.00	(6.02)	95.99 %
Water	1,289.53	375.00	914.53	343.87 %	11,094.01	4,500.00	6,594.01	246.53 %
Total for UTILITIES	\$1,302.16	\$387.50	\$914.66	336.04 %	\$11,237.99	\$4,650.00	\$6,587.99	241.68 %
Total for Expenses	\$3,278.92	\$1,790.92	\$1,488.00	183.09 %	\$22,099.27	\$21,491.00	\$608.27	102.83 %
Net Operating Income	\$11,888.52	(\$690.75)	\$12,579.27	0.00 %	\$2,450.56	(\$8,289.00)	\$10,739.56	0.00 %
Non-operating Income								
Interest Income	0.02	3.42	(3.40)	0.59 %	0.29	41.00	(40.71)	0.71 %
Legal Judgement- Dues/Insurance/Court Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.02	\$836.75	(\$836.73)	0.00 %	\$75.29	\$10,041.00	(\$9,965.71)	0.75 %
Net Non-operating Income	\$0.02	\$836.75	(\$836.73)	0.00 %	\$75.29	\$10,041.00	(\$9,965.71)	0.75 %
Net Income	\$11,888.54	\$146.00	\$11,742.54	8,142.84 %	\$2,525.85	\$1,752.00	\$773.85	144.17 %

Generated 12/23/2021 13:58:55



As of 11/30/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

Assets Current Asset	
Stoney Brook- Operating- 1st Bank	9,097.65
Stoney Brook- Operating- Bank of Colorado	5,001.79
Stoney Brook- Savings - 1st Bank	1,800.10
Stoney Brook- Savings- Bank of Colorado	6,792.60
Total Current Asset	\$22,692.14
Total Assets	\$22,692.14
Liabilities	
Total Liabilities	\$0.00
Equity	
Opening Balance Equity	13,178.8
Retained Earnings-Net Income	7,734.64
Net Income	1,778.69
Net income	
Total Equity	\$22,692.14

Generated 12/23/2021 14:20:28 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		11/1/2021 - 11	1/30/2021			1/1/2021 - 12	2/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	1,157.00	795.83	361.17	145.38 %	14,816.00	9,550.00	5,266.00	155.14 %
Late Fee Income	0.00	0.00	0.00		1,175.00	0.00	1,175.00	
Non-Compliance Fines/Fees	0.00	0.00	0.00		150.00	0.00	150.00	
Oil & Gas Revenue	771.39	304.33	467.06	253.47 %	8,408.83	3,652.00	4,756.83	230.25 %
Total for Income	\$1,928.39	\$1,100.17	\$828.22	175.28 %	\$24,549.83	\$13,202.00	\$11,347.83	185.96 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	12.00	60.00	(48.00)	20.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Reconcile Bank Accounts	35.00	0.00	35.00		385.00	0.00	385.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$35.00	\$21.50	\$13.50	162.79 %	\$452.00	\$258.00	\$194.00	175.19 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Lawn Care Contract	0.00	500.00	(500.00)	0.00 %	4,975.28	6,000.00	(1,024.72)	82.92 %
Total for LANDSCAPE MAINTENANCE	\$0.00	\$500.00	(\$500.00)	0.00 %	\$4,975.28	\$6,000.00	(\$1,024.72)	82.92 %
LEGAL and PROFESSIONAL FEES								

Generated 12/23/2021 14:20:28 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

		11/1/2021 - 1	1/30/2021			1/1/2021 - 12	2/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Legal Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Management Fees	410.00	0.00	410.00		4,510.00	0.00	4,510.00	
State Filing Fees	0.00	0.00	0.00		48.00	0.00	48.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$410.00	\$819.50	(\$409.50)	50.03 %	\$4,664.00	\$9,834.00	(\$5,170.00)	47.43 %
UTILITIES								
Electric	13.06	12.50	0.56	104.48 %	143.98	150.00	(6.02)	95.99 %
Water	7,402.61	375.00	7,027.61	1,974.03 %	11,094.01	4,500.00	6,594.01	246.53 %
Total for UTILITIES	\$7,415.67	\$387.50	\$7,028.17	1,913.72 %	\$11,237.99	\$4,650.00	\$6,587.99	241.68 %
Total for Expenses	\$7,860.67	\$1,790.92	\$6,069.75	438.92 %	\$22,099.27	\$21,491.00	\$608.27	102.83 %
Net Operating Income	(\$5,932.28)	(\$690.75)	(\$5,241.53)	0.00 %	\$2,450.56	(\$8,289.00)	\$10,739.56	0.00 %
Non-operating Income								
Interest Income	0.01	3.42	(3.41)	0.29 %	0.29	41.00	(40.71)	0.71 %
Legal Judgement- Dues/Insurance/Court Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.01	\$836.75	(\$836.74)	0.00 %	\$75.29	\$10,041.00	(\$9,965.71)	0.75 %
Net Non-operating Income	\$0.01	\$836.75	(\$836.74)	0.00 %	\$75.29	\$10,041.00	(\$9,965.71)	0.75 %
Net Income	(\$5,932.27)	\$146.00	(\$6,078.27)	-4,063.20 %	\$2,525.85	\$1,752.00	\$773.85	144.17 %

Generated 12/23/2021 14:20:28 Page 2 of 2



As of 12/31/2021, Cash Basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley

\$19,294.96 \$19,294.96 \$0.00 13,178.81 7,734.64 (1,618.49) \$19,294.96			
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5, 1, 6,7 \$19,2			

Generated 01/21/2022 10:45:22 Page 1 of 1



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

Stoney Brook Homeowners Association of Greeley - 2021 (2020) COVID19 - Last ratified budget

		12/1/2021 -	- 12/31/2021			1/1/2021 -	12/31/2021	
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	730.00	795.83	(65.83)	91.73 %	14,816.00	9,550.00	5,266.00	155.14 %
Late Fee Income	0.00	0.00	0.00		1,175.00	0.00	1,175.00	
Non-Compliance Fines/Fees	0.00	0.00	0.00		150.00	0.00	150.00	
Oil & Gas Revenue	533.49	304.33	229.16	175.30 %	8,942.32	3,652.00	5,290.32	244.86 %
Total for Income	\$1,263.49	\$1,100.17	\$163.32	114.85 %	\$25,083.3	2\$13,202.00	\$11,881.32	190.00 %
Expenses								
ADMINISTRATIVE								
Bank Fees	0.00	5.00	(5.00)	0.00 %	12.00	60.00	(48.00)	20.00 %
Postage and Delivery	0.00	0.00	0.00		55.00	0.00	55.00	
Printing	175.00	0.00	175.00		175.00	0.00	175.00	
Reconcile Bank Accounts	35.00	0.00	35.00		420.00	0.00	420.00	
Supplies	0.00	16.50	(16.50)	0.00 %	0.00	198.00	(198.00)	0.00 %
Total for ADMINISTRATIVE	\$210.00	\$21.50	\$188.50	976.74 %	\$662.00	\$258.00	\$404.00	256.59 %
INSURANCE								
General Liability Insurance	0.00	62.42	(62.42)	0.00 %	770.00	749.00	21.00	102.80 %
Total for INSURANCE	\$0.00	\$62.42	(\$62.42)	0.00 %	\$770.00	\$749.00	\$21.00	102.80 %
LANDSCAPE MAINTENANCE								
Lawn Care Contract	4,027.76	500.00	3,527.76	805.55 %	9,003.04	6,000.00	3,003.04	150.05 %
Total for LANDSCAPE MAINTENANCE	\$4,027.76	\$500.00	\$3,527.76	805.55 %	\$9,003.04	\$6,000.00	\$3,003.04	150.05 %
LEGAL and PROFESSIONAL FEES								

Generated 01/21/2022 10:45:21 Page 1 of 2



Cash basis

OneWay Community Management 1008 8th St Greeley, CO 80631 970-515-5004 info@onewayhoa.com

	12/1/2021 - 12/31/2021				1/1/2021 - 12/31/2021			
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Accounting/Audit Fees	0.00	16.67	(16.67)	0.00 %	0.00	200.00	(200.00)	0.00 %
Legal Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Management Fees	410.00	0.00	410.00		4,920.00	0.00	4,920.00	
State Filing Fees	0.00	0.00	0.00		48.00	0.00	48.00	
Tax Preparation Fees	0.00	0.00	0.00		31.00	0.00	31.00	
Taxes- State and Federal	0.00	802.83	(802.83)	0.00 %	0.00	9,634.00	(9,634.00)	0.00 %
Total for LEGAL and PROFESSIONAL FEES	\$410.00	\$819.50	(\$409.50)	50.03 %	\$5,074.00	\$9,834.00	(\$4,760.00)	51.60 %
UTILITIES								
Electric	12.93	12.50	0.43	103.44 %	143.98	150.00	(6.02)	95.99 %
Water	0.00	375.00	(375.00)	0.00 %	11,094.01	4,500.00	6,594.01	246.53 %
Total for UTILITIES	\$12.93	\$387.50	(\$374.57)	3.34 %	\$11,237.99	\$4,650.00	\$6,587.99	241.68 %
Total for Expenses	\$4,660.69	\$1,790.92	\$2,869.77	260.24 %	\$26,747.03	\$21,491.00	\$5,256.03	124.46 %
Net Operating Income	(\$3,397.20)	(\$690.75)	(\$2,706.45)	0.00 %	(\$1,663.71)	(\$8,289.00	\$6,625.29	0.00 %
Non-operating Income								
Interest Income	0.02	3.42	(3.40)	0.59 %	0.31	41.00	(40.69)	0.76 %
Legal Judgement- Dues/Insurance/Court Fees	0.00	0.00	0.00		75.00	0.00	75.00	
Transfer from/to other banks	0.00	833.33	(833.33)	0.00 %	0.00	10,000.00	(10,000.00)	0.00 %
Total for Non-operating Income	\$0.02	\$836.75	(\$836.73)	0.00 %	\$75.31	\$10,041.00	(\$9,965.69)	0.75 %
Net Non-operating Income	\$0.02	\$836.75	(\$836.73)	0.00 %	\$75.31	\$10,041.00	(\$9,965.69)	0.75 %
Net Income	(\$3,397.18)	\$146.00	(\$3,543.18)	-2,326.84 %	(\$1,588.40	\$1,752.00	(\$3,340.40)	-90.66 %

Generated 01/21/2022 10:45:21 Page 2 of 2