Hatcher Village Condo

Owner’s Association

Policy Manual

Updated September, 2016

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**Hatcher Village Condo Association Policies**

**Access to Individual Air Space Units Policy**:

The Association hereby adopts the following policy and procedures for access to Hatcher Village Owner’s condominium units. This right to access the Individual Air Space Units is given under Hatcher Village Association Declarations Section 14.9 (Easements of access for repair, maintenance, or emergencies). Under this covenant the Association has the irrevocable right of access to each unit during reasonable hours when necessary for repair, maintenance or emergencies.

The following are procedures that will be followed concerning Association access:

1. A Board member or a Board designee shall enter the unit to have the repair or maintenance performed.
2. Each Owner shall provide a key or a code to a key box to the Association for emergency access.
3. The keys to the units shall be kept in a key box located with a designated Board member.
4. The Owners will be notified as soon as possible when an emergency access has occurred.

**Alternative Dispute Policy:**

In compliance with the Colorado Common Interest Ownership Act, the Board desires to adopt a uniform and systematic policy to address an alternative for dispute resolution.

The Association encourages alternative methods for dispute resolution between Homeowners in Hatcher Village and the Association. In the event of any dispute between Homeowners and the Association either party may request a resolution to resolve the dispute through alternate means. This does not include a dispute over delinquent assessments or the enforcement of any of the Declaration provisions against Owners, as the Declarations specifies other means of settlement or enforcement.

In the event of any dispute involving the Association and a Member or between Members, a request to meet in person with the Board of Directors must be in writing and must provide the nature and details of the dispute. Within 15 days of the receipt of the request for alternative dispute resolution, all parties for the purpose of negotiating a resolution will agree upon a meeting date. The Association will take all steps necessary, in good faith, to attempt to negotiate a resolution.

If the negotiations do not resolve the dispute the parties may pursue other options as they may mutually agree upon or they may independently move the matter to more formal proceedings, including but not limited to binding arbitration or a lawsuit or any other remedial action available to either party. The Association will take reasonable steps to facilitate negotiation between parties but will have no responsibility for any costs incurred by the parties to the dispute resolution process. During any step of this process the parties are not waiving their right to employ legal counsel at their own expense to assist them.

If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. If the parties agree to mediate the dispute prior to seeking other remedies, they shall participate in good faith in mediation. The mediator shall be selected by a consensus of the parties involved within 15 days of the receipt of the request. The mediator is to facilitate further

negotiation between the parties. The mediator will not have the power to decide how to resolve the dispute but will use recognized, accepted mediation techniques to assist the parties in making that decision. Any cost of mediation will be shared equally among the parties.

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

**American and Military Service Flags Policy:**

A fifteen (15) square foot (3’ x 5’) or smaller American flag can be displayed only at the front of the individual condo unit. These should be mounted on the trim of the building and not on the siding. Flag poles attached to the ground are strictly prohibited. Military service flags can be displayed on the inside of a window or door and should not be more than nine (9) inches by sixteen (16) inches. No flags of any other kind are allowed to be displayed. All flags should be in good repair and flown observing proper flag etiquette.

**Collection Policy:**

1. Dues Dates, Late Charges and Acceleration of Assessment
2. Due Dates: Monthly installments of the annual assessment are due and payable on the 1st day of each month. Payments shall be deemed received and shall be posted on the date the payment is received in the Association’s office or the Association’s payment processor’s office. Any installment not paid in full within 30 days of due date will be considered past due and delinquent.
3. Late Charge: A late charge in the amount of $30.00 shall be imposed for any assessment, fine, or other charge not paid within 30 days of the due date without further notice to the Owner. Such charge is a personal obligation of the Owner and a lien on the Condominium Unit.
4. Acceleration: Upon written notice to the Owner, the Board may accelerate and declare immediately due all of the Owner’s unpaid installments of the annual assessment. Upon acceleration, that Owner loses the privilege of paying any and all assessments and charges in installments for the reminder of the fiscal year, unless such privilege is otherwise reinstated in the Board’s sole discretion.
5. Return Check Charges
6. If any check or other instrument payable to or for the benefit of the Association is not honored by the ban k or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:
7. An amount equal to the face amount of the check, draft, or money order and a return check charge of $25.00; or
8. If notice has been sent as provided in C.R.S. 13-21-1 09 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft, money order shall be liable to the Association for collection for three times the face amount of the check, but not less than $100.00.
9. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment or any other charge is delinquent.
10. If two or more of an Owner’s checks are returned unpaid by the bank within a fiscal year, the Association may require that all of the Owner’s future payments, for a period of one year, be made by certified check or money order.
11. Attorney Fees/Collection Costs: The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law.
12. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.
13. Application of Payments: All payments received on account of any Owner or the Owner’s property, may be applied first to post-judgement attorney’s fees, costs and expense; then to costs and attorney’s fees not reduced to a judgement; then to interest; then to return check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments; then to current assessments not reduced to judgement; and finally to amounts reduced to judgement.
14. Delegation of Authority to Sign Notice of Lien: The Board of Directors delegates authority to the Association’s attorney or Board President to sign and acknowledge the Notice of Assessment Lien. This delegation may be withdrawn at any time.
15. Time Frames: The following time frames shall be followed in the collection of monthly installments of the annual assessment and for the collection of other charges.

Due Dates: 1st of the month for

monthly installment of annual

assessment or 30 days after

notice of assessment or charge for all

other assessments, fines and charges.

Late Fee date (per Declaration) 30 days after due date

Interest date (per Declaration) 30 days after due date

Notice of Intent of File Lien 60 days after due date

Lien filed 70 days after due date

Delinquent account turned over to 90 days after due date

Association’s attorney or collection

Agency; Demand letter sent to Owner

Notwithstanding the time frames set forth above, if the lien holder with priority over the Association’s lien (i,e., first mortgagee) takes title to a Condominium Unit through foreclosure or deed in lieu of foreclosure, the Association may file a lien on the Condominium Unit 30 days after the assessment becomes delinquent.

Once Accounts are turned over to the Association’s attorney or collection agency, Owners shall make payment to the Association at the address of Association’s attorney or collection agency. The Association’s attorney or collection agency shall consult with the Association regarding collection procedures and payment arrangement.

1. Notices: Use of Certified and Regular Mail: The Notice of Intent to Lien shall be sent via certified mail. No other notices are required to be sent certified. In the event the Association shall cause a collection or demand letter be sent or notice to be sent to a delinquent Owner by certified mail, it may also sent it by regular mail.

1. Referral of Delinquent Accounts to Attorney/Collection Agency: Upon referral of a delinquent account to the Association’s attorneys/collection agency, the attorneys/collection agency shall take appropriate action to collect the accounts referred. After an account has been referred to the Association’s attorney/collection agency, the account shall remain with the attorney/collection agency until the account is settled, has a zero balance or is written off. The Association’s attorney/collection agency is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board, believed to be in the best interest of the Association, including, but not limited to:
2. Filing a lien against the delinquent Owner’s property to provide record of notice of the Association’s claim against the property, if not already filed;
3. Filing suit against the delinquent Owner for a money judgment. The purpose of obtaining a personal judgment against the Owner is to allow the Association to pursue remedies such as garnishment of the Owner’s wages or bank account to collect judgment amounts;
4. Instituting a judicial action of foreclosure on the Association’s lien. The Association may choose to foreclose on its line in lieu of or in addition to suing the Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action;
5. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association’s claim; and
6. Filing a court action seeking appointment of a receiver. A receiver is a disinterested person, appointed by the court, who manages rental of the Owner’s property, and collects the rents according to the court’s order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent waste and deterioration of the property.

All payment plans involving account referred to an attorney/collection agency, the Association shall pay the Association’s attorneys/collection agency their usual and customary charges as well as any costs incurred by the attorney/collection agency on the Association’s behalf, promptly upon receipt of the monthly invoice from the attorney/collection agency.

1. Notification to and Communication with Owners: This Collection Policy shall be made available to all Owners by the Association as required by Colorado law. After delinquent account has been referred to the Association’s attorney/collection agency, all communication with the delinquent Owner shall be handled through the Association’s attorney/collection agency. Neither the manager, if any, nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association’s attorney/collection agency unless the attorney/collection agency is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case by case basis.
2. Certificate of Status of Assessment/Estoppel Letter: The Association shall furnish to an Owner or such Owner’s designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association’s registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner’s Condominium Unit. The statement shall be delivered within 14 days after receipt of the request personally or by certified mail for first class postage prepaid, return receipt requested for a fee in the amount of $25.00, which shall become an assessment. If the Owner’s account has been turned over to the Association’s attorney/collection agency, such statement shall be handled through the Association’s attorney/collection agency and shall include any attorney fees/collection costs incurred in providing the statement.
3. Bankruptcies and Public Trustee Foreclosures: Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of foreclose by any holder of an encumbrance against any Condominium Unit within the Association, the Association shall advise the Association’s attorney of the same and turn the account over to the Association’s attorney.
4. Waivers: The Association may alter the time for the filing of the lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documented in the Association’s files with the conditions of relief. Failure of the Association to require strict compliance of the Collection Policy shall not be deemed a waiver of the Association’s right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late fees, return check charges, attorney fees and/or costs described and imposed by the Collection Policy.
5. Amendment: This Collection Policy may be amended from time to time by the Board of Directors.

**Conflict of Interest Policy:**

The Association hereby adopts the following policies and procedures to handling director’s conflicts of interest:

1. A director is deemed to have a conflict of interest if any of the following would derive a financial benefit from a contract, Board decision or Board action: the director’s parent, grandparent, spouse, child, sibling; or the parent or spouse of the director’s parent, grandparent, spouse, child or sibling. A Director is not deemed to drive a financial benefit from reimbursement of actual expenses incurred on behalf of the Association.
2. The director shall disclose the conflict of interest in the matter in an open meeting prior to the discussion and vote on the matter. Such disclosure shall be reflected in the minutes of the meeting or other written form.
3. The director shall not take part in the discussion and shall leave the room during the discussion and vote on the matter. Notwithstanding the foregoing, a majority of the disinterested Board members may ask the interested Board member to remain during any portion of the discussion and/or vote, provided that director does not vote.
4. The interested director shall count for the purpose of establishing a quorum of the Board for the matter in which there is a conflict.
5. The contract, Board decision or other Board action must be approved by a majority of the disinterested Board members. No contract, Board decision or Board action in which a Board member has a conflict of interest shall be approved unless it is commercially reasonable to and/or in the best interests of the Association.
6. If the interested director fails to disclose the financial interest in violation of this resolution and of Colorado law, any contract entered into by the Association will be void and unenforceable. The interested director shall be responsible for any damages arising from the failure to disclose.
7. Each director shall be required to sign an acknowledgement of this policy within 30 days of becoming a director.

**Conduct of Meeting Policy and Procedure:**

The Association hereby adopts the following policy and procedure for Board and Member meetings.

1. **Board Meetings**
2. Notice of Board meetings shall be given 3 days prior to the meeting. Notice shall be personally delivered by mail, telephone, email or posted notice. If a schedule is set for regular Board meetings, no notice beyond the schedule need be given.
3. All Board meetings shall be open to attendance by Members of the Association, or their representatives. Any member who attends a Board meeting will sign an attendance sheet for the Association’s records. The Board may go into executive session for any purpose allowed by law. Members may be excluded from the executive session. Prior to an executive session, the chair of the meeting shall announce the purpose of the executive session.
4. The Board may post notice of upcoming Board meetings on the website of the Association.
5. The meeting agenda shall be made reasonably available for examination by Members of the Association or their designated representatives.
6. There shall be a Member’s forum at the beginning of each regular Board meeting. The Members’ forum shall be long enough to allow Members who wish to address the Board to do so, provided that the Board may require one member to act as a spokesman for a particular issue if necessary to allow enough time for the Board meeting to proceed. The rules for Members participation during the meetings are as follows:
7. Each Member who wishes to address the Board on an agenda item or on any other matter will be given 5 minutes to speak, provided that the Board may extend this time in its discretion.
8. Each Member who wishes to speak must be recognized by the chair. Once recognized, the Member shall state his/her name and address.
9. All comments must be delivered in a businesslike and professional manner. Personal attacks or inflammatory comments will not be permitted.
10. A Member who wishes to speak about any matter on the agenda of the Board meeting shall do so only during the Members’ forum.
11. The Board is not obligated to take immediate action on any item presented by a Member.
12. Following the conclusion of the Members’ forum, the Board will proceed with the business portion of the meeting. Members who attend or remain may not participate in the meeting deliberation of discussion during this portion of the Board meeting unless expressly authorized by a vote of the majority of a quorum of the Board.
13. Items shall be discussed pursuant to the meeting agenda, provided that items may be taken out of order if deemed advisable by a majority of the Board members present. Items not on the agenda may be discussed once all other items have been concluded, time permitting. If items that are not on the agenda are discussed, members shall be given a reasonable opportunity to comment in accordance with the terms of Paragraph 5 above.
14. Any director may make a motion. All motions shall be recorded in the minutes. Motions must be seconded to be discussed and voted upon. The minutes shall record the number of votes in favor, votes against, and abstentions. If any director requests his/her vote in favor or against or his/her abstention be recorded in the minutes, the minutes shall so reflect.
15. Board meetings are not required to be held in accordance with Robert’s Rules of Order.
16. **Annual Meetings/Special Meetings**
17. Notice of Membership meeting shall be mailed or delivered to each Member 10-50 days prior to the meeting. Notice shall be posted on the website. If a Member requests notice by email only and provides an email address, notice will be provided by email.
18. Each Member will sign in prior to the meeting for himself/herself. Proxies are to be sent to the Association prior to the meeting and will be noted on the sign-in sheet. If an election or vote is to be held, the Member will be given the appropriate number of ballots. Alternatively, if secret balloting is not required, the Association may indicate the number of the proxies in the ballot itself.
19. The President of the Board of Directors, or other person directed by the Board, will call the meeting to order and conduct the meeting. The meeting shall proceed as prescribed by the Bylaws.
20. Each Member who wishes to speak will be given 5 minutes to speak, provided the chair may extend time in his/her discretion. Members may not speak a second time until everyone who wishes to speak has been given an opportunity to speak once. Members may not speak more than twice on any one topic, subject to the chair’s discretion.
21. Members must maintain decorum and refrain from addressing the Membership or Board until recognized by the chair. Upon being recognized, the Member must state his/her name and address.
22. Members may not interrupt anyone who validly has the floor, or otherwise disrupt the meeting. Members may not engage in personal attacks on either Board Members or other Association Members. All comments and questions are to be delivered in a businesslike manner and comments shall be confined to matters germane to the agenda item being discussed. No Member may use abusive, rude, threatening, vulgar or crude language.
23. Members must obey all orders made by the meeting chair, including an order to step down.
24. Any Member who refuses to follow the above rules will be asked to leave the meeting.
25. Election of directors shall be by secret written ballot.
26. Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Member’s authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or a recommendation for proceeding. Such determination may be made following consultation with legal counsel.
27. Meetings shall be held in accordance with these rules and not in accordance with Robert’s Rules of Order, unless determined otherwise in advance by the Board of Directors.

**Covenant and Rule Enforcement Policy:**

The Association hereby adopts the following policies and procedures for covenant and rule enforcement.

1.Enforcement Procedure: The Board shall not impose fines unless and until the Association has sent or delivered written notice to the Owner and/or violator as provided below. However, compliance with the notice and hearing procedure set forth below is not required for the following: late charges on delinquent assessments and suspension of voting right if an Owner is shown on the Association’s records to be delinquent in payment of assessment, in which case suspension shall be automatic.

A. Complaint: Any Owner within the community may send the Association a formal written complaint

via either electronic mail or regular mail of a covenant or rule violation, with as much information as

is known. Complaints may also be initiated by the Manager or any member of the Board of

Directors. Complaints that cannot be individually verified by a Board member or the Association’s

management agent must be in writing. The Board shall have no obligation to consider oral

complaints or anonymous complaints. The Board shall have the authority to determine whether a

written compliant is justified before continuing with the Notice and Hearing procedure.

1. Notice of Alleged Violation: A Notice of Alleged Violation of any provisions of the Declaration,

Bylaws, Rules and Regulations, Resolutions or Policies shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The notice shall describe the nature of the violation, the action needed to come into compliance, the possible fine that may be imposed, and the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. All notices shall be delivered by delivered by messenger, or sent by electronic mail and/or regular or certified mail, it will be deemed received 5 days after mailing.

1. Request for Hearing: If an Owner desires a hearing to challenger of contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within 10 days of receipt of the Notice of Alleged Violation. The request for such hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. Upon receipt of the request for hearing, the Board shall set a hearing date and advise the Owner of the hearing date, time and place in writing. Upon written request, no later than 10 days prior to the hearing, the Owner shall be entitled to: (a) obtain the names and addresses of witnesses, if known to the Association, and (b) inspect and copy any statements, writings and reports related to the matter contained in the Association’s records.
2. Board of Directors to Conduct Hearing: The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.
3. Conflicts: Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

In the event a proper and timely request for a hearing is not made a provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the 10 day period, the Board shall determine if there was a violation based on the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within 30 days of the expiration of the 10 day period. The Board of Directors shall give written notice of said fine to the applicable Owner.

1. Hearing: The Board shall inform the Owner of the scheduled time, place and date of the requested hearing by electronic mail or regular U.S. mail. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. Each party may make opening and closing statements and may cross-examine witnesses. Formal rules of evidence do not have to be followed, provided that the Board may exclude material that is not relevant to the particular circumstances. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis for the complaint.
2. Decision: After all the testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within 30 days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board of Directors present at the hearing.

2. Fine Schedule

A. Unless a fine for particular violation is specified in the Rules and Regulations or Policies themselves, the following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations, Policies and Resolutions of the Association:

First Violation: Warning letter

Second Violation: $50.00

Third Violation: $100.00

Fourth and subsequent violations: $150.00

Continuing violations: $25.00 per day until corrected

Second, third, fourth and subsequent violations are deemed to be violations of the same provision of the Declarations, Bylaws, Rules and Regulation, Policies, and Resolutions. The Board reserves the right to fine for first violations of the rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in the schedule are not likely to provide effective incentives to induce compliance.

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws, Rules or Policies.

The Board may also suspend an Owner’s right to vote for up to 90 days if an Owner is found to be in violation of the Declarations, Bylaws, Rules and Regulations, Policies and Resolutions.

3. Additional Enforcement Rights:

A. Legal Action: The Association, at any time, may pursue legal action against an Owner to enforce the

Provisions of the Declarations, Bylaws, Rules and Regulations, Policies and Resolutions without first

Following the preceding notice and hearing procedures, if the Board determines that such action is in

the Association’s best interests.

B. Default Assessment: In addition to fines, the Board may levy a Default Assessment against any

Owner or Owner’s Condominium Unit for those purposes set forth in the Declaration, including but

not limited to, reimbursing the Association for costs incurred by the Association on behalf of an

Owner.

C. Suspension of Right to Vote: The right of an Owner to vote shall be automatically suspended if the

Owner is delinquent in payment of any assessment, fee, or other charge.

4. Failure to Enforce: Failure of the Association to enforce the Declaration, Bylaws, Rules and Regulations,

Policies and Resolutions will be deemed a waiver of the right to do so for any subsequent violations or of

the right to enforce any of the above referenced governing documents for the Association.

**Records Inspection Policy:**

The Association hereby adopts the following policies and procedures for records inspection:

1. The Association shall maintain, the following records:
2. Financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act;
3. Books and records showing in chronological order all of the receipts, expenses or disbursements pursuant to appropriate specificity and itemization;
4. Minutes of Membership meetings, minutes of Board meetings, a record of all actions taken by the Members or Board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board;
5. A record of Members in the form that permits preparation of a list of names and addresses of all Members, showing the number of votes of each Member is entitled to vote;
6. The name and addresses of each Mortgagee for any Condominium Unit this is mortgaged.
7. The Articles of Incorporation, Declarations, Covenants, Bylaws, Rules and Regulations, Policies and Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members;
8. Written communication within the past three years to Members generally as Members;
9. A list of the names and business or home addresses of its current directors and officers; its most recent annual report, if any; and
10. All financial audits or reviews conducted pursuant to the Colorado Common Interest Ownership Act during the immediate three years.
11. Records shall be made available for inspection and copying by a Members or the Member’s authorized agent. “Reasonably available” means available during normal working hours upon notice of 5 business days, to the extent that:
12. The request is made in good faith and for a proper purpose;
13. The request describes with reasonable particularity the records sought and the purpose of the request; and
14. The records are relevant to the purpose of the request.

All requests must be submitted on the form attached to this policy.

1. A Membership list may not be:
2. Used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
3. Used for any commercial purposes;
4. Sold to or purchased by any person; or
5. Used for any other purpose prohibited by law.
6. Upon receipt of a request, the Association shall make an appointment with the Owner, at a time convenient to both parties, to conduct the inspection. Unless otherwise agreed, all records shall be inspected at the management office. All appointments for inspection will be made between 8:00 am and 5:00 pm, Monday through Friday.
7. At the discretion of the Board of Directors or Manager, records will be inspected only in the presence of a Board member or other person designated by the Board.
8. During inspection, an Owner may designate pages to be copied with paperclip, post-it-note, or other means provided by the Association. Copies will be made at a cost of $.015 per page. The Owner shall be responsible for paying the total cost of copying prior to receiving the copies. If the Association’s increases or decreases the copying cost to the Association, the copying cost charged to the Owner shall be increased or decreased accordingly, without amendment to this resolution.
9. Records may not be removed from the office in which they are inspected without the express written consent of the Board.
10. The following records will not be available for inspection without the express written consent of the Board:
11. Documents which are privileged or confidential between attorney and client or which concern pending or imminent court proceedings;
12. Documents related to investigative proceedings concerning possible or actual criminal misconduct;
13. Documents which, if disclosed, would constitute an unwarranted invasion of individual privacy;
14. Documents which the Association is prohibited from disclosing to a third party as a matter of law; and
15. Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.

**Reserve Study and Funding Policies:**

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a policy regarding reserve studies and reserve funding. The Association hereby adopts the following policies and procedures:

**1. Reserve Study Policy**

1. The Association is not required under the governing documents to have a reserve study.
2. The Association has determined to establish a policy on reserve studies as follows:
3. The Board of Directors will determine whether to have a reserve study prepared and the timing of such study
4. The Association may have the reserve study updated or revised as the

Board deems appropriate.

1. Reserve studies may be performed by an outside consultant or may be performed internally.

1. Reserve studies are preferred to be based on a physical examination of the community by the person or entity preparing the reserve study, but may be performed without a physical examination of the community.

**2. Reserve Funding Policy.**

The Association has determined to establish policies on reserve funding as follows:

1. Funding for replacement is preferred to be based on a financial analysis performed by the Board, as may be delegated to a committee and may be performed in conjunction with a financial professional.
2. Funding for replacement is planned and projected to be from the following sources: (1) cash then on hand, including the operation and the reserve accounts, (2) annual assessments of owners, (3) special assessments of owners, (4) a loan as may be obtained by the Association, and/or (5) any combination of the above.

**Investment of Reserves Policy**:

The Association hereby adopts the following policies and procedures for investing reserve funds.

1. The Board of Directors shall establish the amount to be transferred to reserve funds on an annual basis. The amount shall be reflected in the budget to be ratified by the Owners.
2. Reserves may be invested in certificates of deposit, money market deposit accounts, money market funds, U.S. treasury and government obligations, municipal bonds and other state obligations, and other investments recommended by a qualified financial advisor pursuant to the Association’s investment goals. No funds shall be deposited or invested except in authorized investment funds.
3. The reserve funds shall be invested to achieve the following goals, in descending order of importance:
4. Promote and ensure the preservation of principal;
5. Structure maturities to ensure liquidity and accessibility of funds for projected or unexpected expenditures;
6. Mitigate the effects of interest rates volatility upon reserve assets;
7. Seek the highest level of return that is consistent with preserving the principal and accumulated interest;
8. Minimize investment costs;
9. The Board may consider the following circumstances in investing reserve funds:
10. General economic conditions;
11. Possible effect of inflation or deflation;
12. Expected tax consequences;
13. Role that each investment plays in the overall investment portfolio;
14. Other resources of the Association;
15. All accounts, instruments and other documentation of such investments shall be subject to the approval of, and may from time to time be amended by, the Board of Directors as appropriate, and shall be reviewed at least once a year.
16. The President, Treasurer or Manager, if authorized by the Board shall be authorized and empowered to purchase, invest in, acquire, sell or assign any and all types and kinds of investments meeting the goals in paragraph 3; and to enter into agreements, contracts and arrangements with respect to such security transactions and to execute, sign or endorse agreements on behalf of the Association. To withdraw or transfer funds, the signature of two of the aforementioned persons shall be required.
17. The Association shall carry fidelity insurance to protect against theft or dishonesty from anyone with access to the reserve funds, to the extent such insurance is reasonably available.
18. The Association’s manager or other person designated by the Board shall maintain monthly statements, including detailed accounting of current values, income and all transactions.

**Improvements or Changes to Common or Limited Common Areas Policy:**

If an Owner wishes to make any improvements or changes to the common areas or limited common areas, the Owner must submit a formal request form. Such improvements or changes shall include all common areas, decks, crawl spaces, outsides of condos, the grounds, and other common or limited common areas. Failure to do so could cause a fine to be applied.

**Adoption and Amendment Procedure**:

The Association hereby adopts the following procedure for the adoption and amendment of policies,

procedures, and rules.

1. Definitions:
2. A policy is a course or principle of action adopted to guide the Board of Directors.
3. A procedure is an established or official way of conducting a course of action.
4. A rule is defined as a regulation or requirement governing conduct or behavior.
5. Policies and procedures, in general, shall govern the activities of the Board of Directors in the operation of the Association.
6. Rules, in general, shall govern the use of the property within the community and the behavior of residents and/or their guests while in the community.
7. The Board of directors shall have the authority of adopt policies, procedures and rules to the extent they do not conflict with the Declarations, Articles of Incorporation, and Bylaws of the Association.
8. The Board shall have authority to adopt and ament those policies and procedures which govern Association operation. Such policies and procedures shall be adopted at an open Board meeting and documented in the minutes or formal resolution.
9. The Board may adopt rules and regulations governing the use of Association-Owned Property, Party Walls, the Exterior maintenance Area (all as defined in the Declaration) and the personal conduct of the Members and their guests. Prior to the adopting final rules, the Board may send notice of a proposed rule to all Owners for a comment period. Rules, once adopted, shall be sent to all owners and shall be effective immediately, unless otherwise specified.