

**THE AMENDED AND RESTATED RESPONSIBLE GOVERNANCE POLICIES
OF
CRYSTAL AT THE VILLAGE HOMEOWNERS' ASSOCIATION**

The following Responsible Governance Policies (individually a “Policy”) are adopted by the Board of Directors of Crystal at the Village Homeowners’ Association, a Colorado nonprofit corporation (the “Association”), to govern the common interest community described as Crystal at the Village (the “Community”), a Colorado common interest community established pursuant to the original Condominium Declaration recorded December 29, 1989 in Book 461 at page 264, Reception No. 262912, as amended and restated (the “Declaration”), and the Map of Crystal at the Village, a Condominium, Telluride Mountain Village, Filing 1, recorded December 29, 1989 in Plat Book 1 at page 982, Reception No. 262933, as amended.

1. Collection of Unpaid Assessments
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3. Conduct of Meetings
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These Responsible Governance Policies are in addition to the terms and provisions of the Association Articles of Incorporation, Declaration, Bylaws and Rules & Regulations (the “Governing Documents”), and the laws of the State of Colorado. These Responsible Governance Policies may be amended from time to time by the Board as set forth in Policy #7.

Responsible Governance Policy #1 Collection of Unpaid Assessments

1. Quarterly Assessments. Pursuant to the Governing Documents, the Association imposes quarterly assessments for common expenses. Invoices are issued to Owners in advance, and payment is due within thirty (30) calendar days of the invoice date.
2. Late Status. Assessments or other charges not paid in full to the Association within one (1) calendar day of the due date shall be considered past due and delinquent and shall incur interest as provided below.
3. Receipt Date. The Association shall post payments on the calendar day that the payment is received.
4. Interest on Delinquent Installments. The Association shall impose interest from the date due at the rate of eight percent (8%) per annum on the amount owed for each Owner who fails to pay its quarterly installment of the annual assessment within one (1) calendar day of the due date. The Board has authority to compromise the interest rate as it deems appropriate under the circumstances. The Board may increase this rate if authorized by law.
5. Personal Obligation. The amount of any assessment, charge, fine and/or interest payable by any Owner shall be a joint and several obligation to the Association and such Owner's heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Unit shall be jointly and severally liable with the former Owner of a Unit for all such amounts which had accrued and were payable at the time of acquisition of the Unit. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.
6. Return Check Charges. In addition to any and all charges imposed under the Governing Documents, or this Policy, any charges assessed by the bank shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charges shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the Unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Governing Documents or this Policy after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any twelve (12) month period, 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. This return check charge

shall be in addition to any interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the quarterly installment of the annual assessment is not timely made within one (1) calendar day of the due date.

7. Preliminary Procedures. With regard to a Unit Owner's delinquency in paying assessments, fines or fees, the Association shall first contact the Unit Owner to alert the Unit Owner of the delinquency before taking action in relation to the delinquency as set forth in this Policy, below, and shall maintain a record of any contacts, including information regarding the type of communication used to contact the Unit Owner and the date and time that the contact was made. Any contacts that the Association Manager makes on behalf of the Association pursuant to this Policy shall be deemed a contact made by the Association and not by a debt collector as defined in C.R.S. sec. 5-16-103(9). A Unit Owner may identify another person to serve as a designated contact for the Unit Owner to be contacted on the Unit Owner's behalf for purposes of this paragraph. A Unit Owner may also notify the Association if the Unit Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. The Unit Owner and the Unit Owner's designated contact must receive the same correspondence and notices any time communications are sent out, except that the Unit Owner must receive the correspondence and notices in the language for which the Unit Owner has indicated a preference, if any. The Unit Owner shall identify a designated contact by notifying the Association Manager in writing. In contacting the Unit Owner or a designated contact, the Association shall send the same type of Notice of Delinquency required to be sent pursuant to this Policy, including sending it by certified mail, return receipt requested, and physically posting a copy of the Notice of Delinquency at the Unit Owner's Unit. In addition, the Association shall contact the Unit Owner by one of the following means:

- a. First-class mail;
- b. Text message to a cellular number that the Association has on file in the event the Unit Owner has provided the cellular number to the Association; or
- c. E-mail to an E-mail address that the Association has on file in the event the Unit Owner has provided the E-mail address to the Association.

8. Board Action Required. The Association shall refer a delinquent account to a collection agency or attorney only if a majority of the Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to C.R.S. sec. 38-33.3-308(4)(e).

9. Notices of Assessments Due. On a monthly basis and by first-class mail and, if the Association has the relevant E-mail address, by E-mail, an Association shall send to each Unit Owner who has any outstanding balance owed the Association an itemized list of all assessments that the Unit Owner owes to the Association. The Association shall send the itemized list to the Unit Owner in English or in any language for which the Unit

Owner has indicated a preference for correspondence and has noticed the Association pursuant to this Policy and to any designated contact for the Unit Owner.

10. Notice of Delinquency. The Association shall not use a collection agency or take legal action against an owner to collect unpaid assessments unless the Association complies with the following procedures. In the event an Owner is more than ninety (90) calendar days delinquent in the payment of assessments, fines, fees or charges, the Association shall send the Unit Owner a “**Notice of Delinquency.**” The Notice of Delinquency shall be sent by certified mail, return receipt requested. Before the Association turns over a delinquent account of a Unit Owner to a collection agency or refers it to an attorney for legal action, the Association must send the Unit Owner a Notice of Delinquency. The Notice of Delinquency shall comply with the following requirements:

- a. The Notice of Delinquency must be written in English and in any language that the Unit Owner has indicated a preference for correspondence and has notified the Association of such preference.
- b. The Notice of Delinquency must specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees or charges. If the Notice of Delinquency concerns unpaid assessments, the Notice of Delinquency must notify the Unit Owner that unpaid assessments may lead to foreclosure.
- c. The Notice of Delinquency must include a description of the steps the Association must take before the Association may take legal action against the Unit Owner, including a description of the Association's cure process established in accordance with the Association's Policy #4, Enforcement of Covenants and Rules, and Policy #8, Procedures for Addressing Disputes Arising Between the Association and the Owners.
- d. The Notice of Delinquency must include a description of what legal action the Association may take against the Unit Owner, including a description of the types of matters that the Association or Unit Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Unit Owner to comply with the Declaration, Bylaws or other Governing Documents of the Association.
- e. The Notice of Delinquency shall specify the total amount due, with an accounting of how the total was determined, including principal and interest (the “**Delinquent Amount**”).
- f. The Notice of Delinquency shall notify the Owner that, unless within thirty (30) calendar days of the date of the Notice of Delinquency, the Owner either pays off the Delinquent Amount, or enters into a payment plan to pay off the Delinquent Amount as set forth in this Policy, that the Association will arrange a Board hearing to authorize

formal legal action to collect the Delinquent Amount, plus interest, attorneys fees and costs incurred, including foreclosure of the Unit.

g. The Notice of Delinquency shall contain the name and contact information of the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.

h. The Notice of Delinquency shall state that action is required to cure the delinquency and that failure to do so within thirty (30) calendar days may result in a formal notice of Board hearing to authorize a lawsuit being filed against the Owner, the foreclosure of a lien against the Owner's Unit, or other remedies available under Colorado law.

i. As stated above, the Notice of Delinquency shall also inform the Owner that the Owner is entitled to enter into a payment plan as provided herein.

11. Foreclosure Proceedings. The Association shall not commence a legal action to initiate a foreclosure proceeding based on a Unit Owner's delinquency in paying assessments unless:

a. the Association has complied with each of the requirements in this Policy.

b. The Association has in writing offered the Owner a payment plan and made a good-faith effort to coordinate with the Owner to enter into a written agreement setting up the payment plan. Such payment plan negotiated between the Association (or a holder or assignee of the Association's debt, whether the holder or assignee of the Association's debt is an entity or a natural person) and the Owner pursuant to this section shall permit the owner to pay off the deficiency in equal installments over a period of at least eighteen (18) months.

c. Within thirty (30) calendar days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Unit Owner has either:

1. Declined the repayment plan; or

2. After accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) calendar days after the monthly installments were due.

12. Prepayment Option. A Unit Owner who has entered into a repayment plan pursuant to this Policy may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

13. Legal Action. The Association or a holder or assignee of the Association's debt may pursue legal action against the Owner in the event the Owner fails to comply with the payment plan. The payment plan shall authorize the Association to notice the Owner

to a formal Board hearing to take legal action to collect the Delinquent Amount if the Owner fails to comply with the terms of the payment plan. An Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the repayment period, shall constitute a failure to comply with the terms of the payment plan.

14. Payment Plan Offer Exceptions. The requirement for the Association to attempt to arrange a payment plan with the Owner does not apply if:

- a. The Owner does not occupy the Unit* and has acquired the Unit as a result of a default of a security interest encumbering the Unit or foreclosure of the Association's lien; and/or
- b. The Owner has previously entered into a payment plan under this Policy.

[*An Owner not occupying a Unit means the Owner does not reside in the Unit.]

15. Limitations. Unless otherwise provided by law, the Association shall not:

- a. Charge a rate of interest on unpaid assessments, fines or fees in an amount greater than eight percent (8%) per year;
- b. Assess a fee or other charge to recover costs incurred for providing the Unit Owner a statement of the total amount that the Unit Owner owes;
- c. Foreclose on an assessment lien if the debt securing the lien consists only of one or both of the following:
 1. Fines that the Association has assessed against the Unit Owner; or
 2. Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines.

16. Small Claims Action. A party seeking to enforce rights and responsibilities arising under the Declaration, Bylaws or other Governing Documents of the Association in relation to disputes arising from assessments, fines or fees owed to the Association and for which the amount at issue does not exceed the limit of jurisdiction in small claims court, currently seven thousand five hundred dollars (\$7,500.00), exclusive of interest and costs, may file a claim in such court pursuant to C.R.S. sec. 13-6-403(1)(b)(i).

17. Additional Limitations.

- a. Fees, charges, attorneys fees up to the maximum amount authorized under this Policy, fines and interest charged may be subject to a statutory lien but are not subject to a foreclosure action under this Policy.

b. If an assessment is payable in installments, each installment may be subject to a statutory lien if the Unit Owner fails to pay the installment within fifteen (15) calendar days after the installment becomes due, but the Association may not pursue legal action for unpaid installments until the Unit Owner has failed to pay at least three (3) months of assessments as set forth in this Policy.

c. The Association lien described in this Policy has priority if the other lien or encumbrance is created after June 30, 1992. Priority is defined and limited to an amount equal to the common expense assessments which would have come due during the applicable period established by law immediately preceding the institution of a foreclosure by either the Association or the holder of the first mortgage on the Unit.

d. The Association is entitled to costs and reasonable attorneys fees that the Association incurs in any action or suit for a judgment or decree brought by the Association under this Policy.

e. A court shall determine reasonable attorneys fees in accordance with Rule 121 sec. 1-22 of the Colorado Rules of Civil Procedure and other applicable law.

f. The Association is not entitled to recover attorneys fees under this Policy for attorneys fees incurred before the Association has complied with the notice requirements of this Policy with regard to any matter for which the Association is required to comply with the notice requirements.

g. If a Unit has been foreclosed, a member of the Board, an employee of the Association management company representing the Association, an employee of a law firm representing the Association, or an immediate family member, as defined in C.R.S. sec. 2-4-401(3.7), of any such Board member, Association management company employee or law firm employee shall not purchase the foreclosed Unit.

h. Nothing in this section prohibits the Association or a holder or assignee of the Association's debt from pursuing legal action against a Unit Owner if the Unit Owner fails to comply with the terms of the Unit Owner's payment plan. A Unit Owner's failure to remit payment of three (3) or more agreed-upon payment plan installments or to remain current with regular assessments as they come due during the eighteen (18) month period, constitutes a failure to comply with the terms of the Unit Owner's payment plan.

i. If a Unit Owner who has both unpaid assessments and unpaid fines, fees or other charges makes a payment to the Association, the Association shall apply the payment first to the assessments owed and any remaining amount of the payment to the fines, fees or other charges owed.

18. Owner Rights. If an Association has violated any foreclosure laws, the Unit Owner in relation to whom the violation occurred may, within five (5) years after the violation occurred, file civil suit in a court of competent jurisdiction against the Association to seek damages. The court may award the Unit Owner damages in an

amount of up to twenty-five thousand dollars (\$25,000.00), plus costs and reasonable attorney fees, if the Unit Owner proves the violation by a preponderance of the evidence.

19. Notice of Board Hearing. In the event despite good faith efforts and after thirty (30) calendar days following issuance of the Notice of Delinquency the Association is unable to have the Owner pay the Delinquent Amount, or to coordinate with the Owner to enter into a written agreement setting up a payment plan, the Association shall issue a written notice ("**Notice of Board Hearing**") to the Owner, notifying the Owner that the Board shall be convening a meeting to authorize legal action to collect the Delinquent Amount. Such Notice of Board Hearing shall be issued via U.S. mail, certified, return receipt requested, with a courtesy copy via email, at least ten (10) calendar days prior to the Board meeting and shall state that if prior to the Board meeting the Delinquent Amount is paid in full or the Owner enters into an approved repayment plan, the agenda item to authorize such legal action shall be canceled. If the Delinquent Amount remains unpaid, and the Board so elects, then at the meeting, the Board shall formally resolve, by a recorded vote, to authorize the filing of a legal action against the specific Owner and Unit on an individual basis. At the meeting, the Board may authorize the legal action (including foreclosure) to be filed, but the Board shall not authorize the foreclosure to be actually filed until and if the balance of the Delinquent Amount equals or exceeds six (6) months of common expense assessments based on a periodic budget adopted by the Association. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorneys' fees together with the cost of the action and any applicable interest.

20. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee (i.e. title company, lender) upon written request to the Association, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Unit.

21. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Unit within the Association, the Association shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

22. Authorization of Action to Collect Delinquent Accounts. Upon Board authorization for the Association to proceed with collection procedures, the Association shall take all appropriate action to collect the accounts referred. The Association is authorized to take whatever action is necessary and determined to be in its best interests, including, but not limited to:

- a. Filing of a suit against the delinquent Owner for a money judgment;
- b. Instituting a judicial foreclosure action of the Association's lien;

c. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and

d. Filing a court action seeking appointment of a receiver.

23. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to Colorado law. A receiver is a disinterested person, appointed by the court that manages the rental of the Unit, collects the rent and disburses 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 the waste and deterioration of the Unit.

24. Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment.

25. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

26. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Governing Documents shall have the same meaning as used therein.

27. Legal Authorization. The Association's collection procedures shall be as set forth above unless otherwise provided or authorized by law.

Responsible Governance Policy #2
Conflicts of Interest Involving Board Members and General Director Obligations

1. As used in this Policy, "conflicting interest transaction" means: A contract, transaction, or other financial relationship between the Association and a member of the Board of Directors, or between the Association and a party related to a Director, or between the Association and an entity in which a Director is a Director or officer or has a financial interest.

2. No loans shall be made by the Association to its Directors or Officers. Any Director or Officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

3. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the Association solely because the conflicting interest transaction involves a Director or a party related to a Director or an entity in which a Director is a Director or officer or has a financial interest or solely because the Director is present at or participates in the meeting of the Association Board or of the committee of the Board of Directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the Director's vote is counted for such purpose if:

(a) The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or

(b) The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon; or

(c) The conflicting interest transaction is fair as to the Association.

4. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

5. For purposes of this Policy, a "party related to a Director" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a Director, officer, or has a financial interest.

6. Review. The Board shall review the Association's conflict of interest policies at least every three (3) years.

7. General Director Obligations. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of the Community. All Directors shall exercise their powers and duties in good faith and in the best interest of; and with utmost loyalty to the Association. Directors shall comply with all lawful provisions of the Governing Documents. Directors shall not place their own interests above those of the other Owners. They must act in good faith and use the same degree of care that a reasonably prudent person would use. This includes obtaining expert advice when appropriate. Directors, committee members, and other volunteers should avoid accepting gifts or discounted rates from Association vendors and avoid accepting gifts sponsored by the Association for its general membership. Neither should they expect their fellow Directors, bookkeeper, or property manager to bend rules for them or give them other special treatment. Directors, committee members, and other volunteers must set an example for other Association members of how to behave.

8. Code of Ethics. In addition to the above, each Director, the Board as a whole, and other volunteers acting on behalf of the Association shall adhere to the following Code of Ethics:

- a. Acting in the Best Interests of the Association. Community members trust their Boards to make decisions on behalf of the entire Community, based on what is best for the Association as a whole. This means Directors cannot favor certain members over others, either because of personal relationships, or because someone might have voted for a Director while another person voted against such Director. Nor can Directors or other volunteers put their own interests above those of the Association or its members.
- b. Personal Enhancement. No Director or other volunteer shall use such Director's position for private gain, including for the purpose of enhancement of such Director's financial status through the use of certain contractors or suppliers.
- c. Acting with Care, Including Seeking Advice from Experts when Appropriate. Directors and other volunteers must exercise the same degree of care that a reasonably prudent person would under the circumstances. Sometimes, this requires getting advice from one or more experts before making a decision. Generally, Directors should consult with experts, such as attorneys, accountants, and engineers, on issues that require specialized knowledge not possessed by anyone on the Board.
- d. Political Contributions. No contributions will be made to any political parties or political candidates by the Association.
- e. Gifts, Gratuities, Favors, etc. No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of

monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association. No Director shall accept a gift or favor made with the intent of influencing decisions or actions on any official matter.

- f. Acting in Good Faith. The motives of Directors and other volunteers must be to further the legitimate best interests of the Association. Decisions based on favoritism, discrimination, or malice, or decisions made arbitrarily, constitute a breach of this duty. This does not mean that Directors cannot create and enforce rules that affect some members differently from the way they affect other members. This obligation to act in good faith simply means that the decision to create a rule must be made based on one's honest and best judgment of what is best for the Community as a whole.
- g. Compensation. No Director shall receive any compensation from the Association for acting as a volunteer.
- h. Misrepresentations. No Director shall willingly misrepresent facts to the members of the Community for the sole purpose of advancing a personal cause or influencing the Community to place pressure on the Board to advance a personal cause.
- i. Contractor Relations. No Director shall interfere with a contractor engaged by the Association while a contract is in progress. Generally, all communications with Association contractors shall go through the Association's professional Manager.
- j. Unauthorized Promises. No promise of anything not approved by the Board as a whole can be made by a Director to any subcontractor, supplier, or contractor during negotiations.
- k. Felony Convictions. Any Director convicted of a felony shall voluntarily resign from such Director's position.

Responsible Governance Policy #3 Conduct of Meetings

1. Owner Participation. The Board of Directors encourages Owner participation in all Owners meetings, Board meetings and Board committee meetings. Owner participation will result in:

- a. Increased understanding of issues and the many aspects of an issue that must be considered.
- b. Additional ideas and creative solutions to challenges faced by the Association.
- c. More informed Owners within the Association lending support to the Board, based upon full knowledge of an issue.
- d. Development of future leaders for the Board of Directors.

2. Board Responsibilities and Efficiency. As duly elected officials of the Association, the Board is responsible for making decisions which affect all Owners. This fiduciary responsibility is established in the Association Governing Documents. The Board volunteers its time and needs to efficiently complete all Association meetings so that business decisions can be made and the needs of the Association can be met.

3. Board Meeting Agendas. Agendas for Board meetings shall be set by the Board President. In addition, any Director may place an item on a Board meeting agenda.

4. Owners Meeting Agendas. Agendas for Owners meetings shall be set by the Board President. In addition, a majority of the Board may place an item on an Owners meeting agenda. In addition, twenty percent (20%) of the Owners, according to Allocated Interests, may have an item placed on an Owners meeting agenda.

5. Conduct of Meetings. Owners meetings, Board meetings and Board committee meetings shall follow Robert's Rules of Order. The President of the Board, or in the President's absence a Director duly appointed by the Board, shall preside over the meeting. Meetings shall be conducted in accordance with the following protocols:

- a. The President of the Association shall chair all Owners and Board meetings. If the President is unavailable, the Vice President shall chair. If the Vice President is unavailable, the Secretary shall chair. If the Secretary is unavailable, the Treasurer shall chair. If none of these parties are available, the Board shall appoint an alternate Chair.
- b. Owners meetings are limited to attendance by Owners, their legal counsel and by such other parties as the Board shall authorize.
- c. Roll call shall be taken, and any proxies shall be provided to the Board.

- d. Anyone wishing to speak must first be recognized by the Chair. Only one person may speak at a time. Each person who speaks shall first state his or her name and Unit owned. Those addressing the meeting shall be permitted to speak for a reasonable period of time without interruption as long as these rules are followed. The Chair may place reasonable restrictions on the length of comments and the number of Owners making comments if the comments are duplicative, as determined by the Chair based upon the number of individuals wishing to speak, the length of the agenda and other time constraints. Owners supporting prior comments may simply reference the fact without further discussion. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting. Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting, and if necessary, escorted out.
 - e. All actions and/or decisions will require a first and second motion. There shall be no action on items unless such item was on the meeting agenda.
 - f. Once a vote has been taken, there will be no further discussion regarding that topic unless authorized by the Chair.
 - g. Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Owners' authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or rather a recommendation for proceeding.
 - h. Minutes of the meeting shall be kept by the Association as directed by the Board at the commencement of the meeting. Minutes shall be a very concise summary of topics and major discussion points, and motions made, including the movant and the second, and the conclusion of the motion. Minutes shall be first approved by the Board and then distributed to the Owners.
 - i. Board meetings may be continued by a vote of the majority of Directors present or by proxy. Owners meetings may be continued by a vote of the majority of Owners present or by proxy.
6. Owners meetings. Owners meetings shall be held at least once per year. Special meetings of the Owners may be called by the Board President, by a majority of the Board or by Owners having twenty percent (20%) of the votes in the Association. Such requests shall be forwarded to the Board, which shall then arrange and notice the regular or special meeting. Not less than ten (10) nor more than fifty (50) calendar days in advance of any Owners meeting, the Association notice shall be hand delivered or sent prepaid by United States mail to the mailing address of each Owner. The notice, agenda and other meeting materials shall also be issued to all Owners via E-mail, to the extent each Owner has provided the Association with a valid E-mail address. The notice of any Owners meeting

shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable. The notice shall also be posted on the Association website. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board. The notice shall include call-in and other instructions allowing parties to participate via telephone, and Internet if any such presentations are included in the meeting. Owners meetings shall not be recorded.

7. Electronic Participation. Directors and Owners may participate in Board meetings, Owners meetings and/or Board committee meetings via electronic means, including via telephone and/or Internet. Votes cast in such a manner shall be valid and shall be counted as if such Director and/or Owner were present in person at the meeting.

8. Voting and Proxies / Owners meetings. In the event of multiple Owners of one Unit, only one (1) vote from each Unit will be counted for each ballot item. All ballots will be counted by one (1) or more "Inspectors of Election" who are neutral parties. Such volunteers shall be management personnel and/or Unit Owners who are selected or appointed at an open meeting, in a fair manner, by the chair of the Board or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates or have a financial relationship with candidates. In the event of an election for Director, voting shall be by secret ballot, and results of votes will be reported without reference to names, addresses or other identifying information of those casting ballots. All votes taken at a meeting of the Owners shall be taken in such method as determined by the Board including by hand, by voice, by ballot or by electronic means. An Owner may appoint a representative to vote on behalf of said Owner by written proxy. Proxies must be signed and dated and must specifically authorize action at the specific Owners meeting. Proxies are not valid for any other meeting. Proxies must be provided to the Association prior to the commencement of the meeting. Proxies shall be counted for determination of quorum.

9. Voting and Proxies / Board and Board Meetings. Votes taken by the Board shall be taken in such method as determined by the Board including by hand, by voice, by ballot or by electronic means. A Director may appoint another Director to vote on behalf of said Director by written proxy. Proxies must be signed and dated and must specifically authorize action at the specific Board meeting. Proxies are not valid for any other meeting. Proxies must be provided to the Board prior to the commencement of the meeting. Proxies shall be counted for determination of quorum.

10. Board Meetings. Except as set forth herein, all regular and special meetings of the Board, or any committee thereof, shall be open to attendance by all Owners or their representatives. Agendas for meetings of the Board shall be made reasonably available for examination by all Owners or their representatives. Electronic notice of Board meetings shall be given as soon as possible but at least twenty-four hours (24 hrs) before the meeting. Electronic notice is defined as posting the notice of meeting and agenda on

the Association website, as well as E-mailing the notice and agenda to all Owners who have supplied the Association with a valid E-mail address.

11. Owner Participation in Board Meetings. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Owners or their designated representatives shall be permitted to speak regarding that issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue. After such time, non-Board Members may not participate in deliberations or discussions unless a majority of the Board quorum votes to allow it.

12. Executive Session. The Board or any committee thereof may hold an executive or closed door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting or a part thereof.

- a. The matters to be discussed at such an executive session shall include only matters as follows:
 1. Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
 2. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 3. Investigative proceedings concerning possible or actual criminal misconduct;
 4. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
 5. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Unit Owner and any referral of delinquency; except that a Unit Owner who is the subject of a disciplinary hearing or a referral of delinquency may request and receive the results of any vote taken at the relevant meeting; and/or
 6. Review of or discussion relating to any written or oral communication from legal counsel.
- b. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to

disclose such information, as it deems appropriate, about such matter in an open meeting.

- c. Prior to the time the members of the Board or any committee thereof convene in executive session, the chair of the body shall announce the general matter of discussion as enumerated in section (a), above.
- d. No rule or regulation of the Board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the body goes back into regular session following an executive session.
- e. The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.
- f. Meetings in executive session shall not be recorded with the use of an audio or video device.

13. Record Date. Pursuant to CRS sec. 7-127-201, after fixing a record date for a notice of a meeting or for determining the members entitled to take action by written ballot, the Association shall prepare an alphabetical list of the names of all its members who are entitled to notice of, and to vote at, the meeting or to take such action by written ballot. The list shall show the address of each such member and the number of votes each member is entitled to exercise. If prepared in connection with a meeting of the members, the list shall be available for inspection by any member entitled to vote at the meeting, beginning the earlier of ten (10) calendar days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof. The nonprofit corporation shall make the members list available at the meeting, and any member entitled to vote at the meeting or an agent or attorney of a member entitled to vote at the meeting is entitled to inspect the list at any time during the meeting or any adjournment. If prepared in connection with action to be taken by the members by written ballot, the members list shall be available for inspection by any member entitled to vote, beginning on the date that the first written ballot is delivered to the members and continuing through the time when such written ballots must be received by the Association. A member entitled to vote, or an agent or attorney of such member, is entitled on written demand to inspect and copy the list.

14. Action Without Meeting / Board. Actions of the Board without a meeting may be accomplished by unanimous written consent of the Board.

15. Action Without Meeting / Owners. Actions of the Owners may be taken without a meeting, by mail ballot in accordance with Colorado law.

Responsible Governance Policy #4 Enforcement of Covenants and Rules

1. Fines. The Association shall not impose fines on a daily basis against a Unit Owner for violations of the Declaration, Bylaws or other Association Governing Documents. The Association may only impose fines for violations as set forth in this Policy.

2. Violations that Threaten the Public Safety or Health.

a. With respect to any violation of the Declaration, Bylaws or other Governing Documents of the Association that the Association reasonably determines threatens the public safety or health, the Association shall provide the Unit Owner written notice, in English and in any language that the Unit Owner has indicated a preference for correspondence and has notified the Association and/or the Association Manager in writing of such preference, of the violation by certified mail, return receipt requested, and physically posting a copy of the notice at the Unit Owner's Unit. In addition, the Association shall contact the Unit Owner by one of the following means:

1. First-class mail;

2. Text message to a cellular number that the Association has on file in the event the Unit Owner has provided the cellular number to the Association; or

3. E-mail to an E-mail address that the Association has on file in the event the Unit Owner has provided the E-mail address to the Association.

Such notice shall inform the Unit Owner of the violation and shall inform the Unit Owner that the Unit Owner has seventy-two hours (72 hrs) to cure the violation or the Association may fine the Unit Owner.

b. If, after an inspection of the Unit, the Association determines that the Unit Owner has not cured the violation within seventy-two hours (72 hrs) after receiving the notice, the Association may impose fines on the Unit Owner every other day and may take legal action against the Unit Owner for the violation; except that the Association shall not pursue foreclosure against the Unit Owner based on fines owed.

3. Other Violations. If the Association reasonably determines that a Unit Owner committed a violation of the Declaration, Bylaws or other Governing Documents of the Association, other than a violation that threatens the public safety or health, the Association shall, through certified mail, return receipt requested, provide the Unit Owner written notice, in English and in any language that the Unit Owner has indicated a preference for correspondence and has notified the Association and/or the Association Manager in writing of such preference, of the violation informing the Unit Owner that the Unit Owner has thirty (30) calendar days to cure the violation, otherwise the Association, after conducting an inspection and determining that the Unit Owner has not cured the

violation, may fine the Unit Owner; however, the total amount of fines imposed for the violation may not exceed five hundred dollars (\$500.00).

a. The Association shall grant a Unit Owner two (2) consecutive thirty (30) calendar day periods to cure a violation before the Association may take legal action against the Unit Owner for the violation. The Association shall not pursue foreclosure against the Unit Owner based on fines owed.

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

c. If the Association does not receive notice from the Unit Owner that the violation has been cured, the Association shall inspect the Unit within seven (7) calendar days after the expiration of the thirty (30) calendar day cure period to determine if the violation has been cured. If, after the inspection and whether or not the Association received notice from the Unit Owner that the violation was cured, the Association determines that the violation has not been cured:

1. A second thirty (30) calendar day period to cure commences if only one thirty (30) calendar day period to cure has elapsed; or
2. The Association may take legal action pursuant to this section if two (2) thirty (30) calendar day periods to cure have elapsed.

d. Once the Unit Owner cures a violation, the Association shall notify the Unit Owner, in English and in any language that the Unit Owner has indicated a preference for correspondence and had noticed the Association of this preference, and to any designated contact for the Unit Owner:

1. That the Unit Owner will not be further fined with regard to the violation;
- and
2. Of any outstanding fine balance that the Unit Owner still owes the Association.

4. Additional Notice Requirements. Notwithstanding any provision of the Declaration, Bylaws or other Governing Documents of the Association to the contrary, the Association may not fine any Unit Owner for an alleged violation unless the Owner is first notified regarding the nature of the alleged violation, the action or actions required to cure the alleged violation, and the timeline for the fair and impartial fact-finding process required under this Policy. The Association shall send the Unit Owner the notice required hereunder as follows. The Association shall provide the Unit Owner written notice, in English and in any language that the Unit Owner has indicated a preference for

correspondence, and shall notice to the Unit Owner by certified mail, return receipt requested, and physically posting a copy of the Notice of Delinquency at the Unit Owner's unit. In addition, the Association shall contact the Unit Owner by one of the following means:

- a. First-class mail;
- b. Text message to a cellular number that the Association has on file in the event the Unit Owner has provided the cellular number to the Association; or
- c. E-mail to an E-mail address that the Association has on file in the event the Unit Owner has provided the E-mail address to the Association.

5. Fine Intervals. The interval upon which fines may be levied for violations that are continuing in nature is as follows. If, after an inspection of the Unit, the Association determines that the Unit Owner has not cured the violation within seventy-two hours (72 hrs) after receiving the notice, the Association may impose fines on the Unit Owner every other day.

6. Notice and Hearing. If any Owner has allegedly violated of any of the provisions of the Declaration, Bylaws or other Governing Documents of the Association, or if the Owner is alleged to be currently violating such matters, or in the event the Association has any other dispute with the Owner (other than nonpayment of dues, addressed in Policy #1, above), the Association shall deliver written notice as set forth in this Policy demanding that such violation cease. The notice may inform the Owner that the Board will be convening to consider the violation. If the notice so states, the notice shall inform the Owner that the Owner shall have the right to appear at the Board meeting, with counsel if the Owner so elects. The notice shall describe the violation and the contemplated consequences for such violation, including if the Board so elects the possible fine that may be imposed or legal action that may be taken, which shall be considered at a Board meeting. The notice shall be copied to other Owners whose interest would be significantly affected by the proposed action. If a Board meeting is being noticed, the notice shall include the date, time and place of the meeting, and shall inform the Owner that the Owner may participate in the meeting via telephone or other electronic participation, which shall be arranged.

7. Complaint. If an Owner has a dispute with the Association, or a complaint concerning another Owner that involves enforcement of Association Governing Documents, the Owner shall send the Board a formal, written complaint via either electronic mail or regular mail describing such dispute with as much information as is known. Complaints may also be initiated by any member of the Board. The Board shall have no obligation to consider oral complaints or anonymous complaints that cannot be independently verified. If the Board makes a preliminary determination that the complaint is justified and warrants further review, the Board shall thereafter follow the Notice and Hearing Procedure set forth above.

8. Procedure. If the notice includes notice of a Board meeting/hearing, the notice shall be given not less than ten (10) nor more than fifty (50) calendar days before the date

of the scheduled Board meeting/hearing. At the hearing, the affected Owner shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered. The affected Owner(s) shall be notified of the Board decision at the meeting, or if the Board wishes to consider the matter further, in the same manner in which notice of the meeting was given.

9. Schedule of Fines, Action. If at the Board meeting/hearing the Board concludes that a violation has taken place, the Board may impose fines in its discretion as set forth in this Policy, as well as the assessment of any additional attorneys fees and costs incurred in connection with the dispute, all of which may be collected from the Owner as assessments. If the violation is continuing, and the Board has reason to believe the Owner is refusing to cease the violation, the Board may also authorize legal action against the Owner for injunctive and other appropriate relief, including damages, attorneys fees and costs incurred.

10. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Board, as determined by the Board, 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. A conflicted Director shall be one with a direct personal or financial interest in the outcome of the decision. A Director shall not be deemed to have a direct personal or financial interest in the outcome if the Director will not, as a result of the outcome, receive any greater benefit or detriment than will the general Ownership of the Association.

11. Fair Hearing. The Association will not assess any monetary fines against any Owner for an alleged violation of the Association Governing Documents unless the Owner is allowed to participate in a fair and impartial factfinding process concerning whether the alleged violation actually occurred and whether the Owner is the one who should be held responsible for the violation. This process shall guarantee the Owner notice and an opportunity to be heard before an impartial decision maker. An impartial decision maker means the Association Board, excluding any conflicted Directors, who shall make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, and the other rules and regulations of the Association. If, as a result of this factfinding process, it is determined that the Owner should not be held responsible for the alleged violation, the Association shall not allocate to the Owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or hearing the claim, other than the Owner's general share of expenses as a member of the Association.

12. Legal Authorization. The Association's enforcement procedures shall be as set forth above unless otherwise provided or authorized by law.

Responsible Governance Policy #5
Maintenance, Inspection and Copying of Association Records by Owners

1. Records Maintained. The Association shall maintain the following records as required by Colorado law:
 - a. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
 - b. Records of claims for construction defects and amounts received pursuant to settlement of those claims;
 - c. Minutes of all meetings of the Owners and the Board, a record of all actions taken by the Owners or the Board without a meeting, and a record of all actions taken by any committee of the Board;
 - d. Written communications among, and the votes cast by, Board members that are: (i) directly related to an action taken by the Board without a meeting pursuant to C.R.S. sec.7-128-202; or (ii) directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;
 - e. The names of Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote;
 - f. The current Association Governing Documents;
 - g. Financial statements as described in C.R.S. sec. 7-136-106 for the past three years and tax returns of the Association for the past seven years, to the extent available;
 - h. A list of the names, electronic mail addresses, and physical mailing addresses of the current Board members and officers;
 - i. The most recent annual report delivered to the secretary of state;
 - j. Financial records sufficiently detailed to enable the Association to comply with C.R.S. sec. 38-33.3-316(8) concerning statements of unpaid assessments;
 - k. The Association's most recent reserve study, if any;
 - l. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years.
 - m. Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;

- n. Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;
- o. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners; and
- p. All written communications within the past three years to all Owners generally as Owners.

2. Inspection/Copying Association Records. An Owner or such Owner's authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:

- a. The inspection and/or copying of records of the Association shall be at the Owner's expense;
- b. The inspection and/or copying of records of the Association shall be conducted by appointment during regular business hours of 9 a.m. to 4 p.m. at offices of the Association; and
- c. The Owner shall give the Association a written request describing with reasonable particularity the records sought, at least ten (10) calendar days before the date on which the Owner wishes to inspect and/or copy such records.
- d. In the alternative, the Association may provide the records to the Owner in digital format.

3. Purpose/Limitation. Without the written consent of the Board, an Ownership list or any part thereof may not be:

- a. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
- b. Sold to or purchased by any person; or
- c. Obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner.

In no event shall the Association records be used for any commercial purpose.

4. Exclusions. Pursuant to Colorado law, certain records may be withheld from inspection and/or copying, and certain records must be withheld from inspection and/or copying, as follows.

- a. Without the written consent of the Board, Records maintained by the Association shall be withheld from inspection and/or copying to the extent that they are or concern:
 1. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
 2. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
 3. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
 4. Records of an executive session of the Board; and/or
 5. Individual Lots other than those of the requesting owner.
 - b. The following records shall not be available for inspection and/or copying:
 1. The E-mail address of an Owner, unless the Owner has provided a written consent authorizing the release of the Owner's E-mail address to other Owners.
 2. Any documents that are confidential under constitutional, statutory or judicially imposed requirements;
 3. Personnel, salary, or medical records relating to specific individuals;
 4. Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, bank account information, telephone numbers and driver's license numbers; or
 5. Records that the disclosure of which would be in violation of the law.
5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be \$30.00 per hour for the time to search for, retrieve, and copy such records, and \$0.25 per page for copies. For copy requests estimated to be \$10.00 or more, the Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, the Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

6. Inspection. The Association reserves the right to have a third party present to observe during any inspection of records by an Owner or the Owner's representative.

7. Originals, Means. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, an original book or record of the Association. The right to copy records under this Policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission, if available, upon request by the Owner.

8. Creation of Records. Nothing contained in the Policy shall be construed to require the Association to create records that do not exist, compile records or information in a particular format or order, or synthesize information.

Responsible Governance Policy #6 Investment of Reserve Funds

1. Purpose of the Reserve Funds. The purpose of the Reserve Funds shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community for which the Association is responsible. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives. In order to properly maintain areas in the Community that are the responsibility of the Association, to comply with State statutes, to manage reserve funds, and to protect the market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.

2. Investment of Reserve Funds. The Board's decisions with regards to management and investment of the Reserve Funds shall be made in a fiscally responsible manner so as to ensure safety and liquidity and to provide the best return within a reasonable level of risk. Professional investment advice may be sought. Investments shall be made to avoid inappropriate concentrations. The Board may hire one or more qualified investment counselors to assist in formulating investment strategies. The Board shall review the Association's investments periodically to ensure that the funds are appropriately managed and shall make prudent adjustments as needed. The Board shall provide the Owners no less frequently than annually, specific information concerning the Association investments as well as fees incurred related to same. The Board shall invest funds held in the Reserve Fund account to generate revenue that will accrue to the Reserve Fund account balance pursuant to the following goals, criteria and policies, listed in order of importance:

- (a) Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal
- (b) Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.
- (c) Minimal Costs. Minimize investments costs (redemption fees, commissions, and other transactional costs).
- (d) Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
- (e) Return. Investment funds to see the highest level of return with security (eg. FDIC insured).

3. Investment Strategy. The investment strategy of the Association should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach. The Association may adopt specific financial guidelines.

4. Independent Professional Investment Assistance. The Board of Directors of the Association may hire a qualified investment counselor to assist in formulating a specific investment strategy.

5. Review and Control. The Board shall review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and shall make prudent adjustments as needed.

Responsible Governance Policy #7
Adoption and Amendment of Policies, Procedures and Rules

1. Adoption of Policies, Rules and Regulations. The Board has adopted certain of these Policies, Rules and Regulations to comply with Colorado law. The Board has also adopted certain of these Policies, Rules and Regulations to facilitate the efficient operation of the Association, and the Board may from time to time adopt additional such Policies, Rules and Regulations. In order to encourage Owner participation in the development of such Policies, Rules and Regulations and to ensure they are necessary and properly considered, the Board shall follow these procedures when adopting any Policy, Rule or Regulation.

2. Drafting. The Board shall consider the following in drafting Policies, Rules and Regulations:

- A. Whether the Governing Documents and/or Colorado law grants the Board the authority to adopt such item;
- B. The need for such item based upon the scope and importance of the issue and whether the Governing Documents adequately address the issue; and
- C. The immediate and long-term impact and implications of the Policy, Rule or Regulation.

3. Amendments. These Responsible Governance Policies, Rules and Regulations may be amended by a majority vote of the Board, and after “Notice and Comment” from the Owners.

4. Notice and Comment. The right of the Owners to Notice and Comment means the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing prior to the time the Board takes formal action on the matter. Notice of the proposed action shall be given to the Owners in writing, delivered personally or by U.S. mail, at such address as appears in the records of the Association, or via E-mail (provided the Owner has supplied an E-mail address), not less than ten (10) calendar days before the date the Board takes action (adopts the Policy, Rule or Regulation or amends it). It shall invite comment to the Board orally or in writing before the scheduled time that the Board takes such action, or at the Board meeting if the Board meets to formally adopt the item. The Board may also take action to adopt or amend such an item by unanimous written consent.

Responsible Governance Policy #8
Procedures for Addressing Disputes Arising Between the Association and the Owners

If an Owner has a dispute with the Association, or a complaint concerning another Owner that involves enforcement of Association Governing Documents, the Owner shall send the Board a formal, written complaint via either electronic mail or regular mail describing such dispute with as much information as is known. Complaints may also be initiated by any member of the Board. The Board shall have no obligation to consider oral complaints or anonymous complaints that cannot be independently verified. If the Board makes a preliminary determination that the complaint is justified and warrants further review, the Board shall thereafter follow the Notice and Hearing Procedure set forth above.

Responsible Governance Policy #9 Reserve Study and Funding

1. Reserve Study. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives. The Association shall have a professional Capital Reserve Study performed for the portions of the Community maintained, repaired, replaced, and improved by the Association. The Association Capital Reserve Study shall be updated by professionals qualified to assist the Association with such matters approximately every three (3) years. The Capital Reserve Study shall be based on a physical analysis and a financial analysis.

2. Funding. The purpose of the Reserve Funds shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community for which the Association is responsible. The Board shall, in the annual budget, or any amendments thereto, establish ongoing Common Element Capital Reserve collections, and common element maintenance, replacement and repair, based upon recommendations from the Capital Reserve Study, as periodically updated. The Board shall use its best judgment concerning the level of funding of the Capital Reserve account. The Board shall consider input from the Owners as well as other factors such as advice of professionals and the magnitude of the expenses.

Responsible Governance Policy #10 Construction Rules and Policy

The purpose of these Rules and Policy is to ensure that all Construction at the Community is performed in a safe manner, that all workers are properly insured and to reduce the impact of Construction on the general common elements and on the Owners, tenants and guests.

1. APPLICATION OF CONSTRUCTION RULES. These Construction Rules and Policy apply to all Owners of a Unit, tenants, and occupants of a Unit, and to their respective contractors and subcontractors performing work in or on a Unit (including the Unit limited common elements, which are part of the Unit (hereafter, “**Construction**”). These Construction Rules specifically apply to all persons performing work, including but not limited to contractors, subcontractors and caretakers (hereafter “**Contractors**”) for new projects as well as Unit maintenance work.

2. OWNERS RESPONSIBLE FOR CONTRACTORS. Owners are responsible for the activities of their Contractors.

3. COMMUNICATIONS. All communications between the Association and the Owner and/or its contractor shall initially be directed through the Association Manager. The Association may require that the Owner reimburse the Association’s cost of the Association Manager’s time (charged at reasonable hourly rates) dealing with any Construction related questions and requests. The Owner shall also reimburse the Associations’ legal fees, any consultant’s fees (including engineering fees or other construction consultant fees) and costs incurred. Where practicable, the HOA will notify in advance the Owner concerning the consultants being retained, and the HOA shall invoice monthly to keep Owner apprised of expenses.

4. STARTING WORK.

A. No Construction work, whether new project work or Unit maintenance work, may be commenced absent written approval by the Association Board. Prior to performing any Construction for new projects, all Owners shall submit a Construction Application Agreement, in the form attached hereto, to Manager. Owners are notified that all exterior changes require the approval of seventy-five percent (75%) of all Owners, and all exterior stone and other materials must comply with Association-approved standards. The Board shall hear the Owner’s application for approval at the next Board meeting, provided the next Board meeting is at least ten (10) calendar days away. If not, the matter shall be heard by the Board at the subsequent Board meeting. Pursuant to the Construction Agreement, the Owner shall first apply to the Association in writing for permission to perform the work and supply the Association with proposed plans for the work. Depending on the nature of the work, such plans shall be prepared and stamped by a licensed architect. Any structural modifications to the Unit must be presented in plans prepared and stamped by a licensed engineer. In the

event the Construction involves proposed conversion of general common elements to Unit, the Owner acknowledges this will require unanimous approval of all Owners in the Community.

- B. The Owner/applicant shall pay all costs of the Association for the Board to review and respond to the application, including but not limited to and all costs of professionals such as attorneys, surveyors, engineers, construction consultants and any other professionals as the Board deems appropriate. When submitting the application, the applicant shall deposit with the Association the sum of \$2500 (or any other amount as determined by the Board) as security for such costs, and shall replenish such deposit as reasonably required as deposit funds are expended. Where practicable, the HOA will notify in advance the Owner concerning the consultants being retained, and the HOA shall invoice monthly to keep Owner apprised of expenses.
- C. No work, whether new project work or Unit maintenance work, may be commenced absent the Association and Owner signing a Construction Agreement substantially in accordance with the form attached hereto. Any variance from the agreed project timing or other matters in the Construction Agreement shall subject the Owner to liability for fines and other enforcement procedures as set forth in the Association enforcement policy.
- D. With the Construction Application, the Owner must notify the Manager in writing with the following information, all of which shall be included in a detailed Construction Mitigation Plan:
 - i. A brief description of the Construction.
 - ii. Whether there will be the need to store materials on the general common elements.
 - iii. A plan for removal and disposal of materials and debris, which must be approved by the Association prior to the start of Construction. This plan must include the provision of separate, lockable, bear-proof containers for any food waste.
 - iv. Whether the Construction will involve moving, altering, shutting down, isolating or otherwise impacting any utility lines or equipment such as water lines, sewer lines, gas lines, smoke detectors, sprinkler systems, or other life/safety systems (collectively “**HOA Systems**”).
 - v. Names and contact information (including cell phone and email) of all Contractors who will be performing Construction.
 - vi. Start dates and anticipated completion date of Construction; if there is a delay during the progress of the work, then the Owner must notify the Manager in writing when the work starts again and any changed completion date. Any revision to the schedule will require written approval from the Board.
 - vii. Proposed Construction parking areas, including number of vehicles and location. The Association generally will provide one (1) parking space for

placement of construction dumpsters and will generally require all other construction parking be on Sunny Ridge Place pursuant to a Town construction parking permit.

- E. At least ten (10) business days prior to starting Construction work, the Owner must deposit funds with the Association (to be held in the Association's operating account), in the amount of five thousand dollars (\$5,000.00) (or any other amount as determined by the Board) as security to cover damage to, and cleaning of, the Common Elements, as well as security for all other Association fees and costs incurred. These fees may include the Association's fees incurred for consultants (including architects, engineers or other appropriate professionals) to review the work performed. Where practicable, the HOA will notify in advance the Owner concerning the consultants being retained, and the HOA shall invoice monthly to keep Owner apprised of expenses. Upon completion of Construction, the Owner shall notify the Association, through the Manager, in writing. The Manager or its designee shall conduct a walk-through of the Community to inspect for any damage. Any damage shall be repaired at the Owner's cost. If the damage is not repaired, the Association may repair the damage and charge the Owner. The Association shall refund any unapplied portion of the deposit to the Owner within thirty (30) calendar days thereafter, along with a written summary explaining why any funds were retained, or, if any balance is due from Owner. Notwithstanding the return of the unused portion of the deposit to the Owner, the Owner shall remain liable to the Association for all damage, costs and expenses arising out of the Construction work. The deposit is not a limit on the Owner's responsibility for reimbursement of costs.
- F. Prior to starting Construction work, or prior to a Contractor beginning Construction work, the Owner shall ensure that all Contractors provide the Association certificates of comprehensive liability insurance of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate, and workers compensation insurance in at least minimum statutory amounts. Such certificates shall name the Association and Manager as an additional insured and state that such insurance cannot be canceled absent thirty (30) days written notice to the Association and Manager.
- G. Owners must use and pay the cost of having the Association's preferred HOA System consultant for all work that requires moving, altering, shutting down, or isolating such HOA System in connection with the Construction.

5. HOURS, NOISE AND DISTURBANCE. Construction hours are Monday through Friday 8:00 a.m. to 6:00 p.m., Saturday 9:00 a.m. to 6:00 p.m., excluding the following holidays: Christmas Eve through New Year's Day, Thanksgiving, President's Day, and except for emergencies and specific Board-approved exceptions, in which case the Owner or Contractor must immediately notify the Manager, and then the only Construction allowed is the minimum amount necessary to avoid such harm. In addition, the Association shall have discretion to limit Construction activities during peak occupancy

periods, including limiting activities that cause excessive noise or other disturbance.

6. GENERAL COMMON ELEMENTS. All general common elements must be cleaned daily and cleared of all debris by 6:00 p.m.

7. STORAGE OF CONSTRUCTION MATERIALS. Construction materials may not be stored in the general common elements except with the express written permission of the Association.

8. DISPOSAL. Disposal of Construction materials, equipment, appliances (collectively, “**Construction Debris**”), is subject to the following:

- All Construction Debris must be removed from the Community.
- No Construction Debris may be left in the general common element areas overnight.
- The location of any dumpster and the duration of its use are subject to prior written approval of the Association.
- Construction dumpsters must be emptied immediately when full and may not be allowed to overflow. No food may be put in construction dumpsters and appropriate signage prohibiting food in dumpsters must be posted. Again, the Owner must provide lockable, bear-proof containers. The Association may require reasonable screening of the dumpster as well as any other construction-related items such as the porta-potty and materials storage areas.

9. DAMAGE. The Owner is responsible for costs related to damage to, and cleaning of, general common elements to the extent caused by the Owner’s and/or the Contractor’s Construction activities.

10. CONDUCT. The Owner shall ensure that its Contractors conduct themselves in a professional and respectful manner towards all Association and management personnel. Failure of Owner and/or its Contractors to comply with this provision shall be grounds for the Association to terminate the Association’s approval of the work and immediately cease the work, as well as grounds for monetary penalties imposed against the Owner and the Unit.

11. NOTICE. Written notice hereunder includes facsimile and email.

12. GOVERNMENTAL REGULATIONS. Owners and Contractors must comply with all Mountain Village approved Construction hours and other building department regulations. Owners and their Contractors shall have the work performed in a good and workmanlike manner, and in compliance with all applicable building codes. Owner’s Contractors shall have all appropriate governmental licenses, including plumbers’ and electricians’ licenses, as well as Town of Mountain Village business licenses, and shall

provide Manager with a copy of such licenses prior to commencement of work. Owner shall be responsible for obtaining all required governmental permits and licenses for the Work, including but not limited to building permits, and shall provide Manager with a copy of such permits prior to commencement of work.

13. REPAIRS NEEDING IMMEDIATE ATTENTION. In the event an Owner's Unit needs immediate electrical, gas, water, plumbing, communications repair to reinstate normal use, or such other repair to prevent damage from occurring to the Unit (e.g., repair of leaking roof), the Unit may initiate the work immediately without pre-approval and shall communicate the existence of the work (nature of work and identity of service company) to the HOA Manager or President via email, text or direct voice communication at first opportunity, but no later than the next business day after the need arises/work begins. The Owner shall indemnify and hold the Association harmless from and against any claims, causes of action or other damages arising out of or related to such work, including but not limited to indemnity for workers compensation claims or other matters.

14. ENFORCEMENT. The Owner of the Unit subject to Construction agrees not to begin construction of the Project unless and until it receives a written communication from either the HOA's Manager or President that all pre-construction requirements have been satisfied by such Owner and Owner is authorized to begin the work. Failure to comply with these regulations will result in charges to the Owner of the Unit subject to Construction, including fines as set forth in the Association Enforcement Policy and reimbursement of costs of collection, including legal fees. Prior to levying a fine, the Association will give the Owner written notice of violation and an opportunity to be heard before the Board. In addition, Owner's failure to comply with these Construction Rules shall entitle the Association to immediate injunctive relief.

Construction Application Agreement

This Construction Application Agreement (this “**Agreement**”) is made by the undersigned “**Owner**” to Crystal at the Village Homeowners’ Association, a Colorado nonprofit corporation (the “**Association**”).

Recitals

A. The Association is the governing association for Crystal at the Village, a condominium community located at 210 Sunny Ridge Place, Mountain Village, Colorado 81435 (the “**Community**”).

B. Owner owns a Crystal Unit as identified below (the “**Unit**”) and hereby applies to the Association to perform certain work on the Unit as more fully described in the Narrative and Plans attached hereto (the “**Project**”). Owner hereby applies to the Association for permission to perform the work. The “**Narrative**” is defined as a detailed written description of the Project and shall include a description of whether the Work will involve moving, altering, shutting down, isolating or otherwise impacting any utility lines or equipment. The “**Plans**” shall be sufficiently detailed plans and specifications reflecting the scope and extent of the Project.

Agreement

1. Application. The Owner hereby applies to the Association for permission to perform the Project. The Owner acknowledges that permission is not guaranteed.
2. Plans. Any structural modifications to the Unit are presented in the attached plans prepared and stamped by a licensed engineer.
3. Construction Mitigation Plan. Attached hereto is a proposed “**Construction Mitigation Plan**” setting forth the proposed areas of materials storage, construction dumpster, parking, porta-potty and other matters as required in such Plan.
4. Approval of the Other Community Owners. If the Work involves changes to the Unit exterior, the use of general common element space, the undersigned Owner acknowledges that the Project will require the affirmative approval of the other Community Owners.
5. Costs. Pursuant to the Construction Rules, Owner agrees to reimburse the Association for its costs incurred reviewing the Project application, including expenses of professionals such as attorneys, surveyors, engineers, construction consultants and any other professionals as the Board deems appropriate. Where practicable, the HOA will notify in advance the Owner concerning the consultants being retained, and the HOA shall invoice monthly to keep Owner apprised of expenses.
 - a. Owner shall deposit the sum of \$2,500.00 (or any other amount as determined

by the Board) with the Association and for security, or a trust deposit, for payment of the Association's costs. This is not an estimate of the costs to be incurred. The Association may require this deposit be increased based upon the initial scope of the Project as well as the ongoing amount of costs incurred. This deposit shall be provided with the submission of the application.

b. The Association shall invoice Owner monthly. Such invoices shall be paid on presentation. Such invoices may also be collected as a common expense allocated to the Unit, including all interest charges authorized pursuant to the Association collection policy. Upon conclusion of the Project application review, the trust deposit shall be refunded to Owner, less any outstanding balance due, or it may be transferred to serve as part of the Construction Work Deposit, if the work is approved.

Owner:

_____ Dated: _____
[signed]

Name: _____

_____ Dated: _____
[signed]

Unit Number: _____

General Contractor: Owner's general contractor is:

Name: _____
Tel: _____
Cell: _____
E-mail: _____

Required Attachments:

- Attachment A: Narrative
- Attachment B: Plans
- Attachment C: Construction Mitigation Plan

Construction Agreement

This Construction Agreement (this “**Agreement**”) is made by and between Crystal at the Village Homeowners’ Association, a Colorado nonprofit corporation (the “**Association**”) and the undersigned “**Owner.**” The Association and Owner may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

Recitals

A. The Association is the governing association for Crystal at the Village, a condominium community located at 210 Sunny Ridge Place, Mountain Village, Colorado 81435 (the “**Community**”).

B. Owner owns a Crystal Unit as identified below (the “**Unit**”). Owner has applied to the Association for permission to perform certain construction work on the Unit (the “**Work**”), as more fully described in the Narrative, Plans and Construction Mitigation Plan attached hereto.

C. Owner acknowledges that the Association “**Construction Rules,**” provided to Owner, are a part of this Agreement for all purposes. Further, Owner further acknowledges the Association may, from time to time, adopt additional construction rules and policies which add to, delete, modify, or otherwise differ from the Construction Rules and such construction rules and policies shall become part of this Agreement when adopted by the Association and supersede the Construction Rules when in conflict.

D. This Agreement sets forth the Association’s approval of the Work according to the terms of the Construction Rules, and Owner’s agreement as required by the Construction Rules.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Association Approval. The Board hereby approves the Work. If applicable, i.e. if the Work involves changes to the Unit exterior or other matters requiring approval of the other Community Owners, the Association confirms that the other Owners have also granted their approval. Owner shall perform the Work at its sole cost and expense and substantially in accordance with the Plans. Owner shall notify the Association in writing prior to making any significant changes to the Work, which changes shall be approved in writing by the Association prior to such changes being implemented.

2. Governmental Approval. Owner shall have the Work performed in a good and workmanlike manner, and in compliance with all applicable building codes. Owner’s Contractors shall have all appropriate governmental licenses, including plumbers’ and electricians’ licenses, as well as Town of Mountain Village business licenses, and shall provide Manager with a copy of such licenses prior to commencement of work. Owner shall be responsible for obtaining all required governmental permits and licenses for the

Work, including but not limited to building permits, and shall provide Manager with a copy of such permits prior to commencement of work.

3. Safety. Owner shall take all reasonable steps necessary for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) persons performing the Work; (ii) owners, occupants, guests, invitees and employees at the Community.

4. Mechanics Liens. Owner shall keep the Association free of mechanics liens.

5. Work.

a. Storage of Materials. Attached hereto is an approved Construction Mitigation Plan that includes plans for the storage of materials on the general common elements.

b. Removal and Disposal of Materials. Owner shall abide by the debris disposal provisions as set forth in the attached Construction Rules. Owner will remove and dispose of materials by 6:00 p.m. MT daily. Owner's proposed location of the construction dumpster is set forth in the attached Construction Mitigation Plan. The duration of such use shall be as set forth in the Plan. Any extension of duration shall require the written approval of the Board. Again, the Owner must include the provision of separate, lockable, bear-proof containers for any food waste.

c. Parking. Construction parking is set forth in the attached Construction Mitigation Plan.

d. Porta-Potty. Located per the attached Construction Mitigation Plan.

e. Utility Lines. Whether the Work will involve moving, altering, shutting down, isolating or otherwise impacting any utility lines or equipment is explained in the attached Narrative.

f. General Contractor. Owner's general contractor is:

Name: _____

Tel: _____

Cell: _____

E-mail: _____

g. Construction Dates. The Work shall commence on _____ [date] and be completed by _____ [date]. In the event that Owner anticipates the Work will be suspended, or that the Work will not be completed by the above completion date, then Owner shall notify the Association in writing. Any extension of the Construction timeframe shall require written approval of the Board.

6. Damage Deposit. Pursuant to the Construction Rules, prior to the commencement of Construction, Owner shall deposit the sum of \$5,000.00 as security to cover damage to, and cleaning of, the Common Elements, as well as for other costs and expenses arising out of the Work (including the Association's reasonable management fees, attorneys fees, consultant's fees and costs incurred). The Damage Deposit shall be further governed by the Construction Rules.

7. Insurance. Owner shall cause its General Contractor and all subcontractors to provide to the Association and Manager certificates of insurance reflecting comprehensive general liability insurance in minimum amounts of one million dollars (\$1,000,000.00) per occurrence and in the aggregate, and workers compensation insurance in at least minimum statutory amounts. The certificates shall name the Association and Manager as additional insureds and stated that such insurance cannot be canceled absent thirty (30) calendar days written notice to the Association and Manager.

8. Construction Hours and Regulations. Owner shall abide by the Construction hours and regulations as set forth in the Construction Rules.

9. Cleaning Common Elements. Owner shall abide by the cleaning of general common elements as set forth in the Construction Rules.

10. Indemnity. To the fullest extent permitted by law, Owner shall indemnify and hold the Association and its officers, directors, managers and other agents harmless, including payment of attorneys fees, expert witness fees and costs, from and against all loss, cost, damage or expense, including reasonable attorney's fees, arising from any claims, causes of action or other liabilities related to the performance of the Work.

11. Structural Matters. If the Plans include structural modifications, stamped engineering plans have been provided and approved by the Board.

12. Conduct. Owner shall ensure that its contractors conduct themselves in a professional and respectful manner towards all Association and management personnel. Failure of Owner and/or its contractors or subcontractors to comply with this provision shall be grounds for the Association to terminate the Association's approval of the work and immediately cease the work, as well as grounds for monetary penalties imposed against the Owner and the Unit.

13. Other Terms. All other terms and conditions of the Construction Rules are incorporated herein.

14. Notice. If the Parties wish to contact each other concerning this Agreement, they shall issue written notice as follows. All notices shall be copied via E-mail if not sent via E-mail.

If to the Association: Association Manager: _____
Tel: _____
E-mail: _____

If to Owner: Contact information below.

15. Further Performance. The Parties agree to execute any and all additional documents]necessary to accomplish the purposes of this Agreement.

16. Entire Agreement, Waiver. This agreement represents the entire, final and complete agreement of the Parties related to the Work and supersedes or replaces all written and oral agreements previously made or existing. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by both Parties. No waiver by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by any other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

17. Governing Law, Venue and Attorneys Fees. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Colorado. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, venue shall be in San Miguel County, Colorado, and the prevailing Party shall be awarded reasonable attorneys' fees, expert witness fees and costs, in addition to any other relief to which the Party may be entitled.

18. Severability. If any provision or provisions of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

19. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of any heirs, successors or assigns of the Parties hereto.

20. Not Recorded. This Agreement shall not be recorded.

21. Execution. Both Parties shall initial all pages and sign below. This Agreement may be executed in counterparts. A digital copy of this signed Agreement shall have the same force and effect as an original signed document.

Crystal at the Village Homeowners' Association, a Colorado nonprofit corporation

By: _____ Dated: _____

OWNER:

By: _____ Dated: _____

Address: _____

City, State and Zip: _____

Tel: _____

E-mail: _____

Required Attachments:

Attachment A: Narrative

Attachment B: Plans

Attachment C: Construction Mitigation Plan