AMENDED AND RESTATED GOVERNANCE POLICIES AND PROCEDURES OF THE COLUMBIA WEST CONDOMINIUMS ASSOCIATION, INC.

Effective Date: August 1, 2022

These Amended and Restated Governance Policies and Procedures ("**Policies**") of The Columbia West Condominiums ("**Community**") have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by The Columbia West Condominiums Association, Inc., a Colorado nonprofit corporation ("**Association**").

These Policies are promulgated in accordance with the authority of the Association as provided for in the Declaration for The Columbia West Condominiums Association, Inc, recorded October 21, 2003 @ Reception No. 361312, as amended or supplemented ("**Declaration**") as well as the Articles of Incorporation and the Bylaws for the Association ("**Governing Documents**"), as the same may be modified or supplemented from time to time. Terms which are defined in the Governing Documents shall have the same meaning herein, unless defined otherwise in these Policies.

These Policies do hereby fully amend, restate and replace any and all such other and prior policies, if any, regarding the governance of the Association required by applicable law.

In the event of a conflict between these Policies and the terms and conditions of the Declaration, the terms and conditions of the Declaration shall control.

The use of the term "**Owner**" shall mean and refer to any owner of a Unit located within the Community.

1. BOARD GOVERNANACE AND COMPOSITION

1.1. The affairs of most nonprofit corporations are managed by its Board of Directors composed of uncompensated, volunteer leaders (each, a "**Director**"). Although the Board has the power to delegate authority, the ultimate responsibility for the governance of the corporation resides with the Board of Directors.

1.2. Directors should be aware that the organization's assets are dedicated to the purposes set out in the organization's articles of incorporation and must be treated with a high degree of care. Directors must protect the interest of the organization and refrain from doing anything to cause injury to the organization or to deny it the advantage of their skills and abilities.

1.3. The Board of Directors acts only as a group at duly-convened meetings at which a quorum is present - i.e., participates in person, by video conference or telephonically - or without a meeting by unanimous written consent of all the Directors, provided the Directors at a duly convened meeting would have had the power to take such action.

1.4. The bylaws typically state the number of Directors required to have a quorum. For purposes of calculating the quorum, the organization considers the number of individuals elected to and serving as Directors at the time of any meeting. Vacancies of Directors which could have been but have not been filled are not considered when determining the quorum. Unless the articles or bylaws specifically provide for it, Directors may not vote by proxy.

1.5. No individual Director, as such, has the power to control, make decisions for or act on behalf of the organization. An informal consensus of the Directors is not valid unless approved (before

action is taken) or ratified (after action is taken) by the Board. When a quorum participates in a meeting, action by the Board usually requires only a simple majority vote of the Directors present, though a greater vote may be required by Robert's Rules of Order or other controlling authority, such as the state nonprofit corporation act, the articles of incorporation or the bylaws.

1.6. A Director may resign from the Board of Directors at any time by delivering written notice to the chair of the Board or to the secretary. Resignation is effective upon receipt of the notice or at such future time as is stated in the notice. A Director may be removed from office at a meeting specially called for that purpose with or without cause by such vote as would suffice for his or her election.

2. DUTIES AND RESPONSIBLITIES OF DIRECTORS

The obligations of Directors can be divided into three broad categories: (a) a duty of loyalty; (b) a duty of care; and (c) duty of obedience.

2.1. **Duty of Loyalty**. The duty of loyalty requires Directors to put the interest of the organization above any individual interests. It incorporates the basic principle of corporate law that Directors must not use their position for personal profit or other personal advantage. Directors must (1) avoid conflicts of interest, (2) ensure that any dealing between themselves and the organization is fair, (3) avoid preempting any business opportunity available to the organization, and (4) maintain the confidentiality of information made available to them as Directors until such time as that information has become a matter of public record or common knowledge. Directorship is a responsibility, not just an honor. A Director may make a valuable contribution through relevant inquiry and focused discussion of proposals initiated by management. However, lack of objectivity and putting personal status and aspirations ahead of the needs of the organization may result in the misdirection of Board activity. Directors should be prepared to oppose, if necessary, the position of dominant members of the Board. An individual should seek to become, or consent to be, a Director only if he or she is sufficiently qualified and is prepared to devote the attention and effort necessary to fulfill the substantial responsibilities involved.

2.2. **Duty of Care**. The duty of care requires Directors to perform their duties, including service as a member of any committee, in good faith, in a manner they reasonably believe to be in the best interest of the organization, and with the care an ordinarily prudent person in a like position would use under similar circumstances.

2.2.1. The Directors' primary responsibility is to maintain reasonable vigilance over corporate transactions. The Board of Directors is not expected to operate the organization, but it is responsible for providing oversight of the operation of the organization. Actual operation of the organization is the function of the president (or the executive Director or other chief executive officer) and the staff. Directors must, of course, pay attention to the affairs of the organization. In general, this obligation can be met by (1) regular attendance at meetings of the Board and any committees of which they are a member, and (2) reviewing information regarding matters requiring Board action. (Since a great deal of material may be supplied to the Directors for their general information, special attention should be given to the budget and other communications directed to them by the president or secretary, to materials supplied to any committee they are on, and to agenda materials prepared for meetings.) Directors should also try to be informed on important issues related to the organization's mission.

2.2.2. Directors should use common sense, practical wisdom and their informed judgment in fulfilling their responsibilities. The nature and extent of the role played by an individual Director will, as a matter of law, vary depending on the special background and qualifications of the Director. For example, if a Director has experience in financial affairs, he or she is expected to bring that experience to bear in making decisions as a Director and may be expected to exercise greater skill with

regard to financial matters than a Director who has no special experience in that area. This does not mean the Director with special qualifications has special duties; merely that in the exercise of duties which are common to all of the Directors, Directors with special skills and experience must utilize those special skills and experience in reaching decisions. Thus, for example, a Director inexperienced in financial affairs might accept and act on a financial report without liability even if the report turned out to be erroneous while another Director who has more knowledge or expertise in financial affairs might be found negligent in failing to note the errors in the report and bringing those errors to the attention of the full Board.

2.2.3. Directors can usually fulfill their responsibility by reviewing periodic reports from the president and staff. In general, Directors are not personally responsible for the actions or omissions of the president and the staff if the president and staff have been prudently selected. However, the Directors are required to take corrective action in the event that the president or staff takes action which is not in the organization's best interest. Directors may rely upon financial statements presented to them as correct by appropriate officers of the organization or as set forth in reports or statements made by or certified by the organization's independent certified public accountants. A Director is obligated to study and understand to the best of the Director's ability the organization's financial condition and to review submitted materials. If a Director has knowledge that such materials are inaccurate or incomplete but goes ahead and relies upon them, he or she is not exercising good faith. A Director must make some reasonable, critical inquiry as to whether there is any basis to disbelieve information that is being presented. A Director has the right to inspect all the books and records of the organization and to receive reports from its officers, employees and agents. Such requests for information or inspection should be directed to the president. Refusal to honor a Director's reasonable request for information should be reported to the chair. In a severe situation, a Director may have an obligation to bring certain matters to the attention of state regulatory agencies or officials; but, before taking such extreme action, a Director should first discuss the matter with the chair, the president, or the organization's legal counsel.

2.2.4. Directors may ask the advice and informative guidance of others, but, in the end, must use their own judgments in coming to a final decision. A Director must exercise power for the benefit of the organization and all its members, not for only some of them, with full honesty and reasonable efficiency.

2.3. **Duty of Obedience**. Directors are obliged to follow the Association's Governing Documents, including its condominium declaration, condominium map, articles of incorporation, bylaws, rules and regulations, these policies, applicable Colorado law, and any policies that have been adopted by the Board. Directors can meet this duty by being familiar with the Governing Documents. They should seek legal advice when appropriate before taking action as a Board.

2.4. **Guidelines**. To fulfill their duties and responsibilities, individual Directors should adhere to the following guidelines:

2.4.1. Attend meetings of the Board of Directors consistently and attentively, and ensure that such meetings are held regularly and as frequently as necessary.

2.4.2. Carefully review and understand the organization's articles of incorporation and the bylaws to see that they are followed.

2.4.3. Be familiar with the facilities, personnel and programs of the organization and view those facilities and activities firsthand from time to time.

2.4.4. Maintain the confidentiality of information made available to them as Directors, at least until such time as the information has become a matter of public record or common knowledge.

2.4.5. Review the agenda and appropriate supporting material distributed prior to each Board meeting and take time in advance of the meeting to prepare for the meeting.

2.4.6. Safeguard and ensure the protection of the organization's assets and be certain that sufficient assets are maintained for the timely fulfillment of the organization's obligations and objectives. A Director should also be concerned with the adequacy and type of the organization's funding.

2.4.7. Be concerned with the orientation, composition and continuity of the Board, and perpetuate a sound Board by regular elections and, when appropriate, filling interim vacancies.

2.4.8. Obtain sufficient information about proposals put before the Board to enable an informed judgment to be made and acted on.

2.4.9. Obtain and review information from outside sources, which deal not only with the organization but also with other nonprofit corporations with business and activities in related areas.

Finally, in addition to the foregoing, individual Directors should be satisfied that the Board, as a whole, adheres to the following guidelines:

2.4.10. Ensures that there are no improper distributions of cash or other property to officers, Directors or members.

2.4.11. Approves important financial and business policy decisions of the organization and ensures that annual and interim reports are filed as required by law.

2.4.12. Participates in establishing the basic objectives and broad policies of the organization and ensures that these objectives are being met and the policies are being maintained.

2.4.13. Selects the president of the organization, approves his or her actions when appropriate and provides for the audit of his or her performance.

2.4.14. Delegates the power to sign contracts, open bank accounts, sign checks and engage in other activities as may be required in the course of the organization's activities.

2.4.15. Ensures that an effective system for reporting to the Board on present and future developments is established and maintained.

2.4.16. Ensures that a written record of each Board meeting is kept, distributed in a timely fashion and ratified at the following meeting.

2.4.17. Exercises oversight with regard to the management of employee benefit plans.

3. **DIRECTOR CONFLICT OF INTEREST**.

3.1. **General Duty.** The Board of Directors shall use its commercially reasonable and good faith efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in a commercially reasonable and good faith manner and in the best interest of the Association, consistent with the so called "business judgment rule". All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations. As of the date of adoption of this Policy, Conflicting Interest Transactions of Directors and officers of the

Association are governed by C.R.S. §7-128-501, pursuant to C.R.S. §38-33.3-310.5, and the provisions of this Policy are intended to comply with such statutes.

3.2. **Definition.** A "**Conflicting Interest Transaction**" is defined as a contract, transaction or other financial relationship between the Association and a Director of the Association, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a Director or officer or has a financial interest.

3.3. **Disclosure of Conflicting Interest Transaction.** Any Conflicting Interest Transaction on the part of any Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the interested Director may participate in the discussion of the matter, and may vote on the matter, in compliance with the Director's duties to the Association. The minutes of the meeting shall reflect the disclosure made, the composition of the quorum and record who voted for and against.

3.4. **Failure to Disclose Conflicting Interest Transaction**. No Conflicting Interest Transaction entered into in violation of this policy 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's 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:

3.4.1. 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 of Directors and the Board of Directors in good faith authorized, 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

3.4.2. 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 of the Association 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

3.4.3. The Conflicting Interest Transaction is fair as to the Association.

4. **PUBLIC STATEMENTS.** The complexities of modern public relations, the complex interrelationships of various issues, and the importance of consistent policy expression suggest that, whenever possible, Directors should contact the president before making any public statements as a Director of the organization. Typically, Directors are not authorized to make public statements on behalf of the organization. Directors should be mindful that when they are a member of a Board, what they may consider to be their personal comments will, if made publicly, most likely be attributed to the organization.

5. **DIRECTOR'S LIABILITY**.

5.1. A Director who behaves fairly and honorably and who, acting in good faith, is diligent in discharging his or her duties is not likely to be subjected to personal liability. Courts recognize that business judgment inevitably involves risk evaluation and that Directors are not normally committed to full-time involvement in the affairs of the organization. Courts further recognize that Directors must make

important decisions which, in retrospect, may prove to be erroneous. If it turns out the decision of the Board was a mistake, the question of whether or not the Directors have been careless is decided in terms of the facts as they were or reasonably appeared to be when the decision was made and not in terms of 20-20 hindsight.

5.2. Directors are generally protected from honest mistakes if they (1) exercised their good faith judgment without carelessness, (2) acted within the power granted to the organization by state law and the organization's articles of incorporation and bylaws, and (3) executed such judgment after due consideration of what they reasonably believed to be the relevant facts. If, however, a Director violates his or her duty of loyalty to the organization, a court may hold the Director responsible for such willful neglect.

5.3. A Director who votes for or concurs in an improper action of the Board of Directors may be jointly (with the other Directors) and severally (individually) liable. Making sure that the written record indicates good faith is one method of protection. When a matter in which any doubt regarding personal conduct of a Director may arise, a Director should insist that his or her views and acts be reflected in the minutes.

5.4. The absence of a Director at a Board meeting usually does not excuse the Director from personal liability for actions taken at the meeting. If the Director is absent from a Board meeting, he or she is responsible for obtaining the minutes of the meeting, and if he or she objects to any action taken, promptly dissent, preferably in writing, to the entire Board. If this is not done, the Director may be deemed to have acquiesced in the action.

6. **RIGHT TO INDEMNIFICATION**.

6.1. The bylaws of the Association sometimes authorize the Association, under certain circumstances, to indemnify its officers and Directors for costs and expenses incurred by them as a result of legal proceedings brought by a third party. The right to indemnification is governed by statute, however, and the organization may indemnify its officers and Directors only to the extent permitted by the state law. A bylaw or agreement which extends this right is unenforceable. In the absence of any right to indemnification in the organization's bylaws or an agreement entered into between the organization and each Director, a Director's right to indemnification is dependent on state law.

6.2. Many organizations also maintain a fairly broad coverage Association professional liability insurance policy that includes Directors' and officers' liability coverage. Directors may also want to consult with their personal insurance agent to see if a homeowner's umbrella liability policy provides any coverage for their actions as a nonprofit Director.

7. **CONDUCT OF MEETINGS.**

7.1. **Owner Meetings**. Meetings of the Owners of the Association shall be called pursuant to Bylaws.

7.1.1. **Notice.** In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be posted online on the Association Website or mailed or emailed to the Owners at least five days prior to each such meeting or shorter for special meetings, or as may otherwise be required by Colorado law. If the Association institutes a website, notice of any meeting of the Owners shall be posted on the website. If any Owner has requested that the Association provide notice via email and has provided the Association with an email address, the Association shall send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws but in no case less than 24 hours prior to any such meeting.

7.1.2. **Conduct.** All Owner meetings shall be governed by the following rules of conduct and order: The President of the Association or designee shall chair all Owner meetings. All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting). 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/Lot number. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed. 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. Each person shall be given up to a maximum of two minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, in his or her sole discretion, but shall be uniform for all persons addressing the meeting. All actions and/or decisions will require a first and second motion. Once a vote has been taken, there will be no further discussion regarding that topic. 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. The Chair may establish such additional rules of order as may be necessary from time to time.

7.1.3. **Voting.** All votes taken at Owner meetings shall be taken as follows:

7.1.3.1. Election of Directors in a contested election shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain identifying information concerning the ballot holder in order to verify voting accuracy, but such information shall be kept confidential by the Association and not part of the public record of the vote or the meeting. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

7.1.3.2. All other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot, unless otherwise required by law. At the discretion of the Board or upon request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the Association on which all Owners are entitled to vote shall be by secret ballot.

7.1.3.3. Written ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be 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 Directors and, in the case of a contested election for a Board position, shall not be candidates for such position.

7.1.3.4. The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue, without reference to the names, addresses or other identifying information of Owners participating in such vote.

7.1.4. **Proxies.** Proxies may be given by any Owner as allowed by C.R. S. 7-127-203. All proxies shall be reviewed by the Association's Secretary or designee as to the following: Validity of

the signature; Signatory's authority to sign for the Owner; Authority of the Owner to vote; Conflicting proxies; and Expiration of the proxy.

7.2. **Board Meetings**. Meetings of the Board of Directors of the Association shall be called pursuant to the Amended and Restated Bylaws of the Association ("**Bylaws**").

7.2.1. **Rules of Order**.

7.2.1.1. **Agenda**. The Chair must verify that all members of the Board have received proper notice of the meeting or confirm that all are in attendance. The Chair may call the meeting to order only if a quorum of the Board is present in person. If a quorum does not exist, the meeting is not qualified to conduct business (unless applicable law or the bylaws provide otherwise, telephone participation is acceptable provided that the phone participant can hear and be heard by all other Directors and the Owners in attendance). A Director may not appear by proxy or mail ballot. The meeting must be open to the Owners and the Board and Owners must receive notice of the meeting, to the extent and in accordance with, the bylaws or applicable law.

7.2.1.2. **Review of Agenda**. The first draft of the agenda is prepared by the managing agent or one of the officers prior to the meeting. Agenda items should ordinarily appear in the order as set forth in these Rules of Order. The agenda "belongs" to the Board -- the Board may modify the agenda as it pleases by a majority vote. This power should be used only when necessary as proper functioning of the Board requires advance planning. At this point in the agenda, the Directors may add or delete items from the agenda and may change the order of presentation (All of these Rules of Order are suggested but are not required and may be changed by the majority vote of the Board at any time). When possible, changes to the agenda should be done by acquiescence of all Directors. Formal voting on the agenda is only necessary where it appears to the chair that there is a disagreement.

7.2.1.3. **Approval of Previous Minutes**. The minutes need not be read aloud but they should be entered into the Association's official minute book. The minutes of previous minutes are not the official minutes of the Board unless and until the Board votes to accept them. The minutes are prepared by either the secretary or the managing agent (or some other person appointed by the Board to act as recording secretary). Any Director may suggest changes to the minutes before the Board adopts them. The suggested change should be set forth in the minutes for the record, and then the Board should adopt or reject such changes. Minutes should state precisely each motion considered by the Board, and identify the Directors voting in favor, against, or abstaining, and whether the motion was carried. Minutes need not reflect the comments made except in those instances when the Board desires to make a specific record. Whenever the Board makes a decision that the Board feels may subject it to potential claims or liability, it shall be appropriate for the Board to enact a resolution that states all of the facts and circumstances, the professional advice, and the rationale or other considerations upon which the Board's decision was based. Otherwise, it is not necessary, appropriate or recommended for the Board to set forth the comments or discussion related to a specific motion. However, dissents by a Director should be fully stated in the minutes. When possible, changes to the minutes and adoption of the minutes should be done by acquiescence of all Directors. Formal voting on the minutes is only necessary where it appears to the Chair that there is a disagreement. The Board should not prepare minutes of meetings in closed session, unless the applicable law permits the Board to take action in closed session.

7.2.1.4. **Officer or Committee Reports**. This is the time in the agenda when any committees of the Board or officers of the Board may report their findings or recommendations to the Board. The full report should be presented and then each Director, in turn, may ask questions or comment. It is not appropriate to make motions or discuss items of business during this portion of the meeting. This time should also be used for any presentations to be made to the Owners by the Board or its officers.

7.2.1.5. **Open Forum**. Although the law may not require the Board to provide an open forum for the Owners to speak about their concerns, it is the custom and practice of most Associations. Strict time limitations should be imposed by the Board (subject to the requirements of applicable law) and these limitations must be enforced. Each Owner should address the Chair and must speak courteously and to the point. Directors may question the Owner about the problem or concern. Other Owners are not entitled to be recognized or to comment or question the speaker, except with the permission of the Board. Once the open forum period is closed, the Owners are not allowed to participate and may not seek to be recognized unless the Board specifically requests input or information from a particular Owner. This restriction must be strictly enforced because the purpose of the Board meeting is for the Directors to conduct business and this cannot be done if there is interference from the Owners. All disruptions by Owners must be addressed by the Chair and repeated violators must be removed from the meeting.

7.2.1.6. **Old and New Business**. All items that were tabled during previous meetings must be revisited during the business portion, unless otherwise voted by the Board. The Board may vote to postpone consideration of any old business or it may remove any item from consideration. Except in the case of emergency business, all new items of business are heard only after all of the old items have been addressed by the Board (either by adopting or rejecting a motion or by postponing or removing the item from consideration). All business must be conducted in the form of motions or resolutions adopted by a vote of the Board. Any emergency items decided by the Board between Board meetings should be discussed and ratified at an open meeting (when required by law).

7.2.1.7. **Executive (or Closed) Session**. When executive or closed sessions are permitted by law, the Board should move into executive (closed) session only after the regular business is conducted but before formal adjournment. All Owners must be asked to leave except for those having a reason to participate (such as witnesses at a rule violation hearing). Only the statutory exceptions are good cause for moving into executive session. The Board should announce to the Owners the purpose of the executive session (such as "to discuss rule violation matters"). Except as permitted by applicable law, no decisions, resolutions, or motions may be adopted in executive session. All business must be conducted in an open portion of the meeting. The Board should not take minutes of executive sessions, except when the law permits the Board to make decisions in closed sessions.

7.2.1.8. **Adjournment**. Upon motion carried by the Board, or, upon the conclusion of the agenda, the Chair shall announce the meeting is adjourned and the minutes shall reflect the time of adjournment.

7.2.1.9. **Motions and Deliberations**.

A. **Discussions**. The president is normally the Chair of the Board meeting. The Chair's role is to facilitate deliberations and to assist the Board in conducting its business in a fair and efficient manner. By a majority vote of the Board, the president or other incumbent Chair, may be removed from the Chair and any other Director may be assigned to Chair the meeting. When an item of business is to be discussed, the Chair announces the item to be discussed and opens the floor to discussion. The Chair, as a Director, is entitled to voice his or her opinion, and cast votes on matters that come before the Board. However, the Chair has the responsibility for providing each Director an equal and fair opportunity to be heard. No Director may speak until recognized by the Chair (except that a motion to remove and re-assign the Chair, and a dissent, may be made without recognition when no other person has the floor and the Chair has unreasonably failed or refused to recognize the Movant). No Director may interrupt the speaker who has the floor. The Chair may impose reasonable time limitations. All time limitations must be uniformly imposed upon all of the Directors. The speaker shall be given a one-minute warning before time runs out. By vote of a majority of the Board, time limits may be

extended. The Chair is to recognize each Director in turn. Discussion shall be limited to the item of business at hand, and the Chair shall have the authority to take the floor from a speaker who does not limit discussion to the item of business at hand. No Director may speak to an issue for a second time until all other Directors have had the opportunity to speak to it for the first time. Likewise, no Director may speak to an issue for a third time until all other Directors have had the opportunity to speak to it for a second time. An Owner or a guest may be recognized to speak only if a Director wishes to obtain input from An Owner and the Board agrees. When possible, allowing An Owner to participate in the deliberations should be done by acquiescence of all Directors. Formal voting on the question is only necessary where it appears to the Chair that there is a disagreement. When it appears to the Chair that all Directors have had the opportunity to fully discuss the matter at hand, the Chair should announce that the item of business is ready for a vote.

B. **Voting**. There are 3 basic motions for each item of business:

(i) A motion to adopt a specific action by the Board.

(ii) A motion to table the item to another meeting (including fact-finding assignments to a person or committee)

(iii) A motion to remove an item from consideration

C. The Board is limited to one item of business at a time, but there are no limits to the number of motions that may be considered as to how to dispose of that item of business. Motions need not be seconded.

D. After each Director has had the opportunity to discuss each motion presented for consideration, the Chair will call each motion presented to a vote. Those motions adopted affirmatively by a majority of Directors present are carried, provided a quorum is present.

E. The fact that a motion has been adopted or failed does not prevent the item of business from being added to the agenda in the future and all motions may be reconsidered at any time by the Board.

F. In the event that a Director believes that an action by the Board is unlawful, contrary to the power and authority of the Board, or not in the best interests of the Association, that Director may make an oral or written dissent explaining the reasons why he or she believes that a dissent is necessary. The oral or written dissent shall become part of the minutes.

7.2.1.10. **Procedural Motions**.

a. **Procedural Motions During Discussion**. Modify, or Withdraw a Motion - Only the original movant may modify or withdraw his or her motion. Other Directors may modify a motion by presenting it in the form of their own motion. Motion to End Discussion and Vote on Motion - This is not a true motion, but is in the nature of a request to the Chair that the motions under discussion be brought to a vote. If the Chair refuses the request, the member may appeal the decision of the Chair (see below)

b. **Procedural Motions Made Anytime**. Appeal Decision of the Chair - Any member may appeal the decision of the Chair. The matter then shall be brought to a vote before the Board. Suspend the Rules - Any member may make a motion to suspend the rules including the reasons why the Board should modify the rules or procedures in an individual case.

c. **Method of Handling Procedural Motions**. If there is general acquiescence of all Directors to the motion, then the motion may carry without a formal vote. If there is disagreement about the procedural motion, the matter shall be taken to a vote of the Board. Once the Board has ruled upon a procedural motion, there is no right to reconsider or to repeat the motion. There are no Questions of Privilege or Points of Order. All procedural questions are merged into the Appeal Decision of the Chair. No person other than Directors may make any motion, including Procedural Motions.

7.2.1.11. **Discipline and Order.** In the event a Director violates any of these Rules or the decisions of the Chair, then the Chair may declare the member out of order. With respect to a member who is out of order, the following discipline may be imposed at the discretion of the Chair: the member may be warned without sanction; the member may be excluded from discussion on the item of business at hand; the member may be excluded from discussion of all items of business; for gross interference with the meeting, the member may be removed from that meeting A member who is declared out of order has the right to appeal the decision of the Chair both as to the question of whether the member was out of order and as to the question of discipline. The Board shall approve or deny the appeal by a majority vote, except that the extreme sanction of removal from a meeting shall be upheld only by the vote of at least 2/3 of the members of the Board. If the Board upholds the declaration and/or discipline, the member has the right to dissent for the record before the imposition of sanctions. The legality of these sanctions depends upon the fact circumstances in which they are imposed. These sanctions should be used sparingly and only to the extent necessary to keep order. The Board should obtain legal advice with respect to its authority to impose sanctions with respect to its own governing documents, applicable law, and the facts in any specific situation.

7.2.1.12. **Conduct.** All Board meetings shall be governed by the following rules of conduct and order:

i. The President of the Association, or designee, shall chair all Board meetings.

ii. All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit/lot address.

iii. All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the end of the meeting, or at such other time as determined by the Chair. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in.

iv. Anyone desiring to speak shall first be recognized by the Chair.

v. Only one person may speak at a time.

vi. Each person speaking shall first state his or her name and Unit/Lot address.

vii. Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them.

viii. Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.

ix. 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 or issue at hand.

x. Each person shall be given up to a maximum of two minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by, a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair but shall be uniform for all persons addressing the meeting.

xi. No meeting of the Board may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association.

xii. Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the Meeting.

7.2.1.13. **Owner Input.** After a motion and second has been made on any matter to be discussed, but prior to a vote by the Directors, Owners present at such time shall be afforded an opportunity to speak on the motion as follows:

The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

Following Owner input, the Chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

8. INSPECTION AND COPYING OF ASSOCIATION RECORDS.

8.1. **RECORD RETENTION.** The Association shall permanently retain the following records as required by Colorado law:

8.1.1. Records specifically defined in the Association's declaration or bylaws;

8.1.2. Records the Association is required to disclose within 90 days after the end of the fiscal year as required by CCIOA;

8.1.3. Detailed records of receipts and expenditures affecting the operation and administration of the Association;

8.1.4. Records of claims for construction defects and amounts received pursuant to settlement of those claims;

8.1.5. Minutes of all meetings of its owners and board, a record of all actions taken by the owners or board without a meeting, and a record of all actions taken by any committee of the board;

8.1.6. Written communications among, and votes cast by, board members that are: (i) directly related to an action taken by the board without a meeting pursuant to the Colorado Revised Nonprofit Corporation Act; or (ii) directly related to an action taken by the board without a meeting pursuant to the Association's bylaws;

8.1.7. 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;

8.1.8. The Association's current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies and other policies adopted by the board;

8.1.9. Financial statements for the past 3 years and tax returns of the Association for the past 7 years;

8.1.10. A list of the names, email addresses and physical mailing addresses of the current board members and officers;

8.1.11. The most recent annual report (if any) delivered to the Secretary of State;

8.1.12. Financial records sufficiently detailed to enable the Association to provide an owner with a written statement stating the amount of unpaid assessments currently levied against the owner's unit/lot;

8.1.13. The Association's most current reserve study (if any);

8.1.14. Current written contracts to which the Association is a party and contracts for work performed within the past 2 years;

8.1.15. Records of board or committee actions to approve or deny any requests for design or architectural approval from owners;

8.1.16. Ballots, proxies and other records related to voting by owners for 1 year after the election, action or vote;

8.1.17. Resolutions adopted by the board relating to the characteristics, qualifications, limitations, and obligations of members;

8.1.18. All written communications within the past 3 years sent to all owners.

8.2. **INSPECTION/COPYING ASSOCIATION RECORDS.** An Owner or his/her 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:

8.2.1. The inspection and/or copying of the records of the Association shall be conducted during the regular business hours of 9:00 a.m. to 4:00 p.m; at the offices of the Association's manager, from time to time;

8.2.2. The Owner shall give the Association's manager a written demand, stating the specific Records for which the inspection and/or copying is sought, at least ten days before the date on which the Owner wishes to inspect and/or copy such records;

8.2.3. Inspections may be made by the Owner or a duly appointed agent, for which a written authorization is presented to the Association.

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

8.2.5. 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, any original book or record of the Association.

8.2.6. Nothing contained herein shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.

8.2.7. **The following Records may be withheld from copying and inspection:**

8.2.7.1. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owners of the drawings, plans, or designs;

8.2.7.2. Contracts, leases, bids or records related to transactions to purchase or provide goods or services *that are currently in or under negotiations*;

8.2.7.3. Communications with legal counsel that are otherwise protected by attorney-client privilege or the attorney work product doctrine;

8.2.7.4. Disclosure of information in violation of law;

8.2.7.5. Records of an executive session of an HOA board;

8.2.7.6. Records relating to or concerning individual lots other than those of the requesting owner;

8.2.8. **The following Records must be withheld from copying and inspection:**

8.2.8.1. Personnel, salary, or medical records relating to specific individuals; or

8.2.8.2. Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

8.2.9. **USE OF RECORDS.** Association records shall not be used by any Owner for:

8.2.9.1. Any purpose unrelated to an Owner's interest as an Owner;

8.2.9.2. The purpose of soliciting 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;

8.2.9.3. Any commercial purpose;

8.2.9.4. For the purpose of giving, selling, or distributing such Association records to any person; or

8.2.9.5. Any improper purpose as determined in the sole discretion of the Board.

8.2.10. **FEES/COSTS.** Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association for the costs of labor and material for gathering and copying the Records. The Association may require prepayment of the actual cost of the requested Records. Failure to pay such prepayment of costs shall be valid grounds for denying an Owner copies of such Records. If after prepayment it is determined that the actual cost was more than the

prepayment, Owner shall pay such amount prior to delivery of the copies. If after prepayment it is determined that the actual cost was less than the prepayment, the difference shall be returned to the Owner with the copies. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.

8.2.11. **USE OF MEMBERSHIP LISTS**

8.2.11.1. Without the consent of the board of directors, a membership list (or any part of that list) may not be obtained or used by any person for any purpose unrelated to a lot owner's interest as a lot owner.

8.2.11.2. A membership list may not be used to solicit money or property from owners, *unless* that money or property is used solely to solicit the votes of the owners in an election to be held by the Association.

8.2.11.3. A membership list may not be used for any commercial purpose.

8.2.11.4. A membership list may not be sold to or purchased by any person.

8.2.12. **Original.** 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, any original book or record of the Association.

8.2.13. **Creation of Records.** Nothing contained herein shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.

9. PROTECTION OF PERSONAL IDENTIFYING INFORMATION

9.1. **Disposal and Destruction**. Unless otherwise required by state or federal law or regulation, upon the Association deeming a record is no longer necessary all paper or electronic records within the custody or control of the Association that contain "**Personal Identifying Information**" as defined and required by Colorado law will be destroyed by either shredding, erasing, or otherwise modifying the Personal Identifying Information to make the Personal Identifying Information unreadable or indecipherable through any means.

9.2. **Protection by the Association**. The Association shall take all reasonable measures to protect Personal Identifying Information in the Association's possession from unauthorized access, use, modification, disclosure, or destruction.

9.3. **Third Party Service Providers**. The Association shall require any third-party service provider it engages which has access to Personal Identifying Information to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Identifying Information disclosed to the third-party service provider and reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

9.4. **Investigation of Suspected Breach**. If the Association or any third-party service provider suspects that a security breach involving Personal Identifying Information may have occurred, the Association shall immediately notify the President and conduct a good faith and prompt investigation to determine the likelihood that Personal Information has been or will be misused.

Unless the investigation determines that the misuse of information regarding Personal Identifying Information has not occurred and is not reasonably likely to occur, the Association shall give notice to the

affected party, as provided in this policy below and take further action as necessary under this Policy. If the investigation determines that the misuse of information regarding a Personal Identifying Information has not occurred and is not reasonably likely to occur, the Association is not required to take further action pursuant to this Policy.

9.5. **Notice of Suspected Breach**. In the event the Association determines that a breach regarding Personal Identifying Information has occurred the Association shall provide notice to the impacted parties as set forth in these Policies.

9.6. **Timing of Notice**. Notice shall be in the most expedient time possible and without unreasonable delay, but no later than ten (10) days after the date of determination that a breach has occurred.

9.7. **Content of Notice**. If the Association is required to provide Notice, it shall provide the information to all affected parties regarding the date, estimated date, or estimated date range of the breach and a description of the Personal Identifying Information that was reasonably believed to have been acquired as part of the breach.

9.8. **Notice by Third-Party Service Providers**. If a third-party service provider was involved in any breach involving Personal Identifying Information, the third-party service provider shall be responsible for giving notice as required by section 7 of this policy and shall cooperate with the Association and any impacted parties.

10. ASSESSMENTS.

10.1. **Invoices; Due Date.** The Association may send assessment invoices by mail or email at the address on file with the Association. All assessments shall be due as determined by the Board of Directors, but in no event less than ten (10) business days from the date invoiced. Failure to receive an invoice does not relieve an owner of his or her obligation to pay the assessment.

10.2. **Application of Payments.** The Association will apply Owner payments of outstanding balances first to collection costs, then to interest, then to the most recent invoices for assessments, and finally to the oldest assessment balance.

10.3. **Returned Checks.** There is a $25 charge for returned checks.

10.4. **Interest.** All amounts past due to the Association shall bear interest at eight percent (8%) *per annum*.

10.5. **Invoices; Due Date.** The Association may send assessment invoices by mail or email at the address on file with the Association. All assessments shall be due as determined by the Board of Directors, but in no event less than ten (10) business days from the date invoiced. Failure to receive an invoice does not relieve an owner of his or her obligation to pay the assessment.

10.6. **Application of Payments.** The Association will apply Owner payments of outstanding balances first to collection costs, then to interest, then to the most recent invoices for assessments, and finally to the oldest assessment balance.

10.7. **Certificate of Status of Assessment.** The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a $50.00 fee.

11. COLLECTION POLICIES

11.1. COLLECTIONS.

11.1.1. **Content of Notice Prior to Referring for Collection Action.** In the event that an owner has not paid an assessment of other amount due and payable to the Association, the Association shall first contact the Owner to alert the Owner of the delinquency ("**Notice of Delinquency**"). The Notice of Delinquency shall be written in English and in any language that the Owner has indicated a preference for correspondence and notices. The Notice of Delinquency shall provide, among other things, the following:

A. Indicate whether the delinquency concerns unpaid assessments, unpaid fines, fees or charges or both.

B. Provide a description of the steps that the Association must take before the Association may take legal action against the Owner, including a description of the Associations Cure Process.

C. The total amount due as of the date of the notice and how it was determined;

D. Offering the delinquent lot owner one-time opportunity to enter into a Repayment Plan as provided for below;

E. Listing the legal remedies, including foreclosure, available to the Association;

F. Instructions (including the name and contact information) for communicating with the Association's manager to a) request a copy of the lot owner's ledger to verify the amount of the past-due amounts, or b) submit a request for a payment plan;

G. That "action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the lot owner's property, or other remedies available under Colorado Law";

H. The method by which the owner's payments may be applied;

I. The legal remedies available to the Association to collect on the delinquent account under the governing documents and Colorado law.

11.1.2. **Requirements Relating to the Sending of a Notice of Delinquency**. The Association shall first send the Notice of Delinquency to the Owner before taking action in relation to the delinquency pursuant to the Colorado Common Interest Ownership Act ("CIOA") and shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made. Any contacts that a community Association manager or a property management company makes on behalf of an Association pursuant to CIOA is deemed a contact made by the Association and not by a debt collector as defined in CRS section 5-16-103 (9). An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf for purposes of this subsection. An Owner may also notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. The Owner and the Owner's designated contact must receive the same correspondence and

notices anytime communications are sent out; except that the Owner must receive the correspondence and notices in the language for which the Owner has indicated a preference, if any. An Association may determine the manner in which An Owner may identify a designated contact. In contacting the Owner or a designated contact, an Association shall send the same type of Notice of Delinquency required to be sent pursuant to pursuant to CIOA including sending it by certified mail, return receipt requested, and physically post a copy of the notice of delinquency at the Owner's unit/lot. In addition, the Association shall send the Notice of Delinquency the Owner by one of the following means:

A. first-class mail;

B. Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; or

C. E-mail to an e-mail address that the Association has on file because the Owner has provided the e-mail address to the Association.

11.1.3. 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 CRS section 38-33 .3-308 (4)(e). The Association shall not refer a delinquent account to a collection agency or an attorney unless a majority of the Board votes to refer the matter in a recorded vote at a meeting conducted pursuant to CRS section 38-33.3-308 (4)(e).

11.1.4. An Association shall not impose late fees on a daily basis against An Owner.

11.1.5. **Collection Actions.** Subject to compliance with Section 11.2.1 through 11.2.4 above, including the provision of a Notice of Delinquency, the Association shall pursue collections as follows:

A. **Collection of Less Than $250**. For outstanding balances less than $250 that are thirty (30) days or more past due, the Association may send the delinquent owner a letter advising that the amount is thirty (30) days past due, that interest is accruing on the balance, and requesting payment. The letter shall also advise that, if not paid, the amount past due will be added to the delinquent owner's next statement with interest. The Association will not charge the delinquent owner for this letter.

B. **Collection of $250 or More.** For outstanding balances of $250 or more, the Association has adopted the following collection policy.

(i) For balances that are thirty (30) days or more past due, the Association may send a collection letter to the delinquent owner advising that the amount is thirty (30) days past due, that interest is accruing on the balance, and requesting payment. There is no charge for this letter.

(ii) For balances that are sixty (60) days or more past due, the Association may send a collection letter to the delinquent owner advising that the amount is sixty (60) days past due, that the Association intends to record a lien against that owner's lot, that there is an administrative charge for the letter and that there will be an administrative charge for recording the lien. The Association will invoice this charge to the delinquent owner.

(iii) For balances that are more than ninety (90) days past due, the Association may record a lien against the delinquent owner's lot. If the Association records a lien, then the Association will send a copy to the delinquent owner via certified mail. The Association will invoice the administrative and legal charges for recording the lien and sending the certified mailing to the delinquent owner. The Association may also notify mortgagees of the

lot of the delinquency and request payment.

(iv) For balances that are more than one hundred twenty (120) days past due, after notice to the delinquent owner and an opportunity to be heard before the board, the board may cause the total amount of such delinquent Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable, and/or file a foreclosure action against the delinquent Owner's lot and file suit against the delinquent Owner personally for collection of all outstanding amounts.

11.1.5.1. **Attorneys Fees and Costs of Collection.** Delinquent owners are responsible for payment to the Association of all costs of collection, including the costs of collection letters, charges by the Association's manager, reasonable attorneys fees and collection agency fees. The Associations shall not charge a fee to provide An Owner a statement of the total amount that the owner owes

11.2. **REPAYMENT PLANS**

11.2.1. **Association Good-Faith Effort to Coordinate a Repayment Plan.** In the course of collecting past-due assessments and prior to initiating any foreclosure action, the Association shall first make a good-faith effort, in writing, to coordinate with the delinquent owner to set up a Repayment Plan in accordance with these policies. The Repayment Plan will authorize the Owner to repay the debt in monthly installments over eighteen (18) months. There are no prepayment penalties should the owner elect to pay the remaining balance owed under the repayment plan at any time. Under the repayment Plan, the Owner may choose the amount to be paid each month, provided that each payment is at least twenty-five dollars ($25.00) per month. The Association is not obligated to offer a payment plan to a delinquent owner who has previously entered into a payment plan.

11.2.2. **Owner Request for Repayment Plan.** A delinquent owner who seeks to enter into a payment plan with the Association as set forth herein shall deliver a written request to the Association's manager via pre-paid U.S. mail, return receipt requested, or via courier such as Fedex with signature required.

11.2.3. **Contents of Repayment Plan.** Minimally, the Repayment Plan offered by the Association to the delinquent owner shall:

11.2.3.1. Permit the delinquent owner to payoff the past-due assessments in monthly installments over at least an 18-month period; There are no prepayment penalties should the owner elect to pay the remaining balance owed under the repayment plan at any time. Under the Repayment Plan, the Owner may choose the amount to be paid each month, provided that each payment is at least twenty-five dollars ($25.00) per month.

11.2.3.2. Not waive interest on past-due amounts, which shall continue to accrue and be part of the payment plan;

11.2.3.3. Not waive collection charges or attorneys' fees;

11.2.3.4. Require the delinquent owner to remain current on regular assessments as they come due during the period of the payment plan ("assessments" in this context include regular and special assessments and associated fees, charges, late charges, attorney fees, fines and interest charged);

11.2.3.5. Provide that if the delinquent owner fails to comply with the plan, the Association may pursue collection;

11.2.3.6. Be formally approved by the Board on an individual basis.

11.2.4. **Application of Payments.** Upon making a payment under the Repayment Plan, the Association shall first apply the payment to the Assessment owed and any remaining amount shall be applied to the payment of fines, fees or other charges owed.

11.2.5. **Failure to Comply With Payment Plan.** If the delinquent owner fails to comply with the approved Repayment Plan, including by failing to remit payment of an agreed-upon installment or to remain current with regular assessments (which includes regular and special assessments and any associated fees, charges, late charges, attorney fees, fines and interest charged) for three or more agreed upon installments as they come due during the Repayment Plan period, then such action constitutes a default under the Repayment Plan and the Association may pursue legal action against the delinquent owner.

11.3. **Miscellaneous Collection Matters**

11.3.1. **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 lot within the Association, the manager or president shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

11.3.2. **Judicial Foreclosure**. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall not foreclose its lien for past-due assessments unless

A. The total amount past due is at least equal to six (6) months of regular assessments, and b) the Board has formally approved the foreclosure action of that lot on an individual basis.

B. The association has complied with sections 38-33.3-209.5 and 38-33.3-316.3

C. The association has provided the unit owner with a written offer to enter into a repayment plan which authorizes the unit owner to repay the debt in monthly installments over eighteen (18) months, provided that each payment is at least twenty-five dollars ($25.00) per month, and then, within thirty (30) days of the association making an offer to enter into a repayment plan, the Owner either: (i) Declines the repayment plan offer, or (ii) fails to pay at least three of the monthly installments within fifteen (15) days after the monthly installments were due. Associations cannot foreclose an assessment lien if the debt consists of one or both of: fines, or collection costs, or attorney fees incurred and that are only associated with assessed fines. No board member, employee of a Community Association Management Company representing the Association, employee of a law firm representing the association, or immediate family member of these persons may purchase the foreclosed unit. If an association violates any foreclosure laws, the affected unit owner may file a civil suit to seek damages within five (5) years after the violation occurred. Damages awarded may be up to $25,000.00 plus costs and reasonable attorney's fees. See section 38-33.3-316.3(5)

11.3.3. **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 Board of Directors

shall determine appropriate tinder the circumstances**.**

11.3.4. **Defenses.** Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

12. **RESERVE STUDY**.

12.1. **Board of Directors Responsibility**: It shall be the responsibility of the Board of Directors to determine the repair and replacement risk of the assets owned and maintained by the Association. It shall be the Board of Directors' responsibility to create and maintain adequate reserves to provide for the orderly repair, restoration and replacement of these assets so as to minimize the risk to the homeowners of special assessments, deferred maintenance, or unfunded losses.

12.2. **Reserve Study**: In order to determine funding of the reserve fund, the Board of Directors shall determine the life expectance of those portions of the community to be maintained, repaired, replaced, and improved by the Association and the anticipated costs of maintaining, replacing and improving those identified areas (the "**Reserve Study**"). The Reserve Study may be conducted internally or with the assistance of consultants engaged by the Board of Directors.

12.3. **Basis of Study**: The Reserve Study will include both a physical and financial analysis as follows:

12.3.1. Physical Analysis. The physical analysis will include:

A. A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful like of each component; and

B. Estimates of the remaining useful life and replacement cost of each component.

12.3.2. Financial Analysis: The financial analysis will include:

A. An analysis of the funds currently held in the Association's reserve funding relation to the expected needs of the Association per the reserve study: and

B. A future funding plan to meet the requirements of the reserve study.

12.4. **Frequency**. Each year following the establishment of the initial baseline study as provide above, the Association shall cause the reserve study to be evaluated to determine any increases in replacement costs and decreases in the useful like of the components of the Reserve Study to address any changes that need to be made.

12.5. **Funding:** The reserve fund will be funded through regular assessments and, when necessary, special assessments levied by the Association. The reserve fund shall be funded at a level such that the reserve fund shall at all times maintain a positive balance and shall target a surplus contingency amount which shall be set by the Board of Directors from time to time.

13. **RESERVE STUDY INVESTMENTS POLICIES**.

13.1. **Scope**. In order to properly maintain areas in the Association that are the responsibility of the Association, to comply with state statutes, to manage reserve funds, and to protect the market value of Owner units/lots, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds.

13.2. **Purpose of the Reserve Fund**. The purpose of the reserve fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the community that the Association is responsible for and for such other funding as the Board of Directors may determine. The portions of the community that the Association is responsible for typically have limited but reasonably predictable useful lives.

13.3. **Investment of Reserves**. The Board of Directors of the Association shall invest funds held in the Reserve Funds accounts to generate revenue that will accrue to the Reserve Funds accounts balance pursuant to the following goals, criteria and policies:

13.3.1. Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.

13.3.2. Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.

13.3.3. Minimal Costs. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.

13.3.4. Diversify. Mitigate the effects of interest rate volatility upon reserve assets.

13.3.5. Return. Funds should be invested to seek a reasonable rate of return.

13.4. **Limitation on Investments**. Unless otherwise approved by the Board of Directors, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or by the United States Government.

13.5. **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.

13.6. **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.

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

13.8. **Reserve Study**. In order to determine funding of the Reserve Fund, the Board of Directors shall determine, with the assistance and advice of professionals, the life expectancy of those portions of the community to be maintained by the Association and the anticipated costs of maintaining, replacing and improving those identified areas (hereinafter referred to as a "**Reserve Study**").

13.9. **Review of Reserve Study**. The Board of Directors shall cause the Reserve Study, if any, and reserve funding to be reviewed and updated periodically, at least once every three years, to adjust and

make changes in costs, inflation and interest yield on invested funds, plus modification, addition or deletion of components.

14. **ADOPTION OF POLICIES.**

14.1. **Scope**. The Board of Directors of the Association may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provision in other documents, the Governing Documents, or as may be required by law. In order to ensure that such Policies are necessary and properly organized, the Board of Directors shall follow the following procedures when adopting Policy.

14.2. **Drafting Procedure**. The Board of Directors shall consider the following in drafting Policy: a) Whether the Governing Documents or Colorado law grants the Board of Directors the authority to adopt such Policy:

14.2.1. The need for such Policy based upon the scope and importance of the issue and whether the Governing Documents adequately addresses the issue; and

14.2.2. The immediate and long-term impact and implication of the Policy.

14.3. **Adoption Procedure**. Any Policy shall be adopted by the Board of Directors at a duly called and noticed meeting of the Board of Directors and must be approved by a majority of a quorum of the Board of Directors. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners in accordance with the provisions set forth in the Declaration.

14.4. **Policy Book**. The Board of Directors shall keep copies of any and all adopted Policies in a book designated as a *Policy Book*. The Board of Directors may further categorize Policies, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.

15. **ENFORCEMENT OF COVENANTS; RULES AND POLICIES**.

15.1. **Reporting Violations**. Complaints regarding alleged violations of the declaration, Bylaws, Covenants, Rules/Regulations and Policies may be reported by an Owner or resident within Association, a group of Owners or residents, the Association's management company, Board member(s) or committee member(s) by submission of a written complaint.

15.2. **Complaints.**

15.2.1. Complaints by Owners or residents shall be in writing and submitted to the Board of Directors through the Association's manager. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("**Complainant**"), the alleged violator ("**Violator**"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

15.2.2. Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

15.3. **Actions and Investigation.** Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by the Association's manager or a member of public safety staff.

15.4. **Policies and Procedures for Enforcement**. In all events, the following requirements, limitations and restrictions shall control and supersede any Policy that is inconsistent with the following provisions:

15.4.1. Fines assessed for violations of the declaration, bylaws, covenants, or other governing documents of the Association. An Association may only impose fines for violations in accordance with CIOA.

15.4.2. With respect to any violation of the declaration, bylaws, covenants, or other governing documents of an Association that the Association reasonably determines threatens the public safety or health, the Association shall provide the Owner written notice, in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to CIOA, of the violation informing the Owner that the Owner has seventy-two hours to cure the violation or the Association may fine the Owner. The Notice of Violation shall be sent through certified mail, return receipt requested.

15.4.3. If, after an inspection of the unit/lot, the Association determines that the Owner has not cured the violation within seventy-two hours after receiving the notice, the Association may send a letter to the Violator about the uncured status of the violation and may thereupon, impose fines on the Owner every other day and may take legal action against the Owner for the violation and list the type and nature of the enforcement mechanisms that the Association may utilize in undertaking such enforcement; except that, in accordance with CIOA, the Association shall not pursue foreclosure against the Owner based on fines owed. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within ten (10) days of the date on the second violation letter. If the alleged Violator does not timely request a hearing, he or she shall be deemed to have waived any and all rights to a hearing with respect to the matter. The notice shall summarize the steps that the Association must take before the association may take legal action, including a description of the association's cure process.

15.4.4. If an Association reasonably determines that An Owner committed a violation of the declaration, bylaws, covenants, or other governing documents of the Association, other than a violation that threatens the public safety or health, the Association shall, through certified mail, return receipt requested, provide the Owner written notice, in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to CIOA, of the violation informing the Owner that the Owner has thirty days to cure the violation or the Association, after conducting an inspection and determining that the Owner has not cured the violation, may fine the Owner; however, the total amount of fines imposed for the violation may not exceed five hundred dollars, provided that such cap does not include costs and expenses for consultant work, contractor labor costs and materials/equipment, machinery and other similar expenses that the Association has incurred in curing or correcting the violation, should the Association elect to cure/correct the default.

15.4.5. An Association shall grant An Owner two consecutive thirty-day periods to cure a violation before the Association may take legal action against the Owner for the violation. In accordance with CIOA, an Association shall not pursue foreclosure against the Owner based on fines owed.

15.4.6. If the Owner cures the violation within the period to cure afforded the Owner, the Owner may notify the Association of the cure and, if the Owner sends with the notice visual

evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit/lot as soon as practicable to determine if the violation has been cured.

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

A. a second thirty-day period to cure commences if only one thirty-day period to cure has elapsed; or

B. the Association may take legal action pursuant to this section if two thirty-day periods to cure have elapsed.

15.4.8. Once the Owner cures a violation, the Association shall notify the Owner, in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to CIOA:

A. that the Owner will not be further fined with regard to the violation; and

B. of any outstanding fine balance that the Owner still owes the Association.

C. Thereafter, 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 Owner who has any outstanding balance owed the Association an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association. The Association shall send the itemized list to the Owner in English or in any language for which the Owner has indicated a preference for correspondence and notices pursuant to CIOA and to any designated contact for the Owner

15.5. **Notice of Hearing.** If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board (the "**Hearing Panel**"), may serve a written notice of the hearing to all parties involved at least ten (10) days prior to the hearing date. The Hearing Panel must be composed of "**Impartial Decision Makers**". An Impartial Decision Maker but must be a person who does not receive any greater benefit or detriment from the outcome of the hearing than any other member of the Association.

15.6. **Hearing.** At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Hearing Panel shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Hearing Panel, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Hearing Panel shall, within a reasonable time, not to exceed ten (10) days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the

Hearing Panel members present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

15.7. **Failure to Timely Request Hearing.** If the alleged Violator fails to request a hearing within ten (10) days of any letter, or fails to appear at any hearing, the Hearing Panel may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing if a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

15.8. **Notification of Decision.** The decision of the Hearing Panel, shall be in writing and provided to the Violator and Complainant within ten (10) days of the hearing, or if no hearing is requested, within ten (10) days of the final decision.

15.9. **Fines.**

15.9.1. Associations are not allowed to impose the following on a daily basis:

A. Late Fees against a unit owner, or

B. Fines assessed for violations of the declaration, bylaws, covenants, or other governing documents.

C. If a unit owner has both unpaid assessments and unpaid fines, fees or other charges, any payments made shall first be applied to the assessments owed.

15.10. **Fine Schedule**. The following fine schedule has been adopted for all recurring covenant violations:

15.10.1. First violation: Warning letter

15.10.2. Second Violation (of same covenant or rule): $250

15.10.3. Third Violation (of same covenant or rule): $500.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

15.11. **Waiver of Fines.** The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

15.12. **Other Enforcement Means.** This fine schedule, and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

15.13. **DRB Violations.** Notwithstanding any provisions contained in these policies, in the event of any specific violations of DRB rules and regulations or design guidelines, then enforcement provisions of the design guidelines or DRB rules and regulations shall apply if they are inconsistent with the provisions of this Resolution.

15.13.1. Collections of fines imposed by these Policies shall comply with the provisions

of these policies regarding the collection of Assessments.

16. **ALTERNATIVE DISPUTE RESOLUTIONS**.

16.1. **General**. It is the general policy of the Association to encourage the use of Alternative Dispute Resolution to resolve disputes involving the Association and An Owner. Alternative Dispute Resolution ("ADR") is defined as a procedure for settling a dispute by means other than litigation, such as mediation, non-binding arbitration, or binding arbitration.

16.2. **General Policy**. In the event of any dispute between the Association and an Owner, except for those exempted claims as defined herein, the parties are encouraged to undertake the alternative dispute resolution procedure under the Colorado Dispute Resolution Act, C.R.S. 13-22-301 et seq. The Association and the Owner shall agree to resolve the dispute using the procedure set forth herein prior to filing suit in any court or initiation proceedings before any administrative tribunal.

16.3. **Exempt Claims**. The following claims shall be exempt from the provision of these Policies:

16.3.1. Any action by the Association against an Owner to collect assessments for other sums due to the Association, including foreclosure proceedings; and

16.3.2. Any action by the Association to enforce any provisions of the Association's Governing Documents.

16.4. **Procedures**. All claims, other than the Exempt Claims, shall be resolved using the following procedures prior to initiation of litigation:

16.4.1. Notice, The Party having a claim ("Claimant") against the other Party ("Respondent") shall notify each Respondent in writing of the Claim ("Notice") stating:

16.4.2. Nature of the Claim, including the time, date, location and persons involved and Respondent's role in the Claim.

16.4.3. The basis of the Claim (i.e. the provisions of Governing Documents or other authority out of which the Claim arises).

16.4.4. The result Claimant is seeking in resolution of the Claim.

16.4.5. That the Claimant wishes to resolve the Claim by mutual agreement with the Respondent and is willing to meet in person at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

16.5. **Negotiation.** Prior to undertaking mediation, the parties shall make a reasonable effort to meet in person to resolve the Claim through good faith negotiation.

16.6. **Mediation**. In the event the parties fail to resolve the Claim through negotiations within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the parties) ("Termination of the Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation.

16.6.1. Mediation shall be conducted by an independent mediation service agreed upon by both parties. Should the parties fail to agree on a mediator, then they shall follow steps outlined in Section 7 herein.

16.6.2. In the event a Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim and Respondent shall be released and discharged from any and all liability to Claimant on account of the Claim.

16.6.3. In the event the parties fail to settle the Claim within forty-five (45) days after submission of the matter to an independent, third party mediator or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse and the date that mediation was terminated.

16.7. **Arbitration or Litigation**. In the event the parties do not resolve the Claim through negotiation or mediation, within thirty (30) days after the Termination of Mediation, the Claimant may submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association. Alternatively, the Claimant may file an action in the court of appropriate jurisdiction. In the event the Claimant does not act, the Claim shall be deemed abandoned and the Respondent shall be released and discharged from any and all liability to Claimant arising out of the Claim, however, nothing herein shall release or discharge the Respondent from any liability to anyone not a party to the proceedings. This Policy is an agreement of the Association and Owners to arbitrate all Claims, except Exempt Claims, and is specifically enforceable under the applicable arbitration laws of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

16.8. **Selection of Mediator/Arbitrator**. Any mediation or arbitration pursued must be done so using a trained mediator, arbitrator, or facilitator having some familiarity with the governance of community Associations. If the parties to the mediation or arbitration cannot agree, within thirty (30) days of the request for mediation or arbitration, on the facilitator, mediator, arbitrator, or other qualified person to conduct the mediation or arbitration, then, within ten (10) days:

16.8.1. Each party shall choose a qualified person as defined in this Policy, and those so selected shall then appoint a third qualified person to be determined in their sole discretion.

16.8.2. In the event a party fails to select a qualified person as specified in subsection (a) above, the person selected by the other party shall be deemed acceptable to both parties and shall act as the facilitator, arbitrator, or mediator.

16.9. **Costs**. If the Claim is resolved through negotiation or mediation as provided above, each party shall bear all of its own costs incurred in resolving the Claim, including its attorney fees and mediation expenses, unless the parties otherwise agree. In the event the Claim is not resolved through negotiation or mediation as provided above and the Claim goes to arbitration, the prevailing party shall be entitled to receive, as part of its award from the opposing party, all of its costs including reasonable attorneys' fees, costs for other representatives in resolving such Claim and any expenses incurred as a result of the dispute resolution procedures of this Policy.

16.10. **Failure to Comply with Settlement**. In the event the parties resolve any Claim through negotiation, mediation or arbitration as set forth above and a party subsequently fails to abide by the terms

of such agreement or award, then the non-complying party may file suit or initiate administrative proceedings to enforce such agreement or award without the need to comply with the provisions of this Policy. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement or award, including without limitation, reasonable attorneys' fees and costs.

17. **MISCELLANEOUS**.

17.1. **Conflict of Documents**. In the event of a specific conflict between the Governing Documents and these Policies, the Governing Documents shall prevail.

17.2. **Email Notices.** Notices and invoices may be sent by the Association to Owners via email unless the Owner requests a different method.

17.3. **Modification, Amendment, Repeal, Re-enactment.** Notwithstanding anything to the contrary contained in these Policies, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Policies. In order to encourage Owner participation in the development of such Policies and to insure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy:

17.3.1. **Drafting Procedure.** The Board shall consider the following in drafting the Policy: (a) whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy; (b) the need for such Policy 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.

17.3.2. **Notice and Comment.** A copy of the proposed Policy shall be provided to all Owners and Owners shall, be allowed a minimum of thirty (30) days to provide comment and/or feedback on the proposed Policy. Actions regarding Policies shall also be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy changes shall be afforded such opportunity in compliance with Colorado law.

17.3.3. **Emergency.** The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such Policy.

17.3.4. **Adoption Procedure.** After the period for Owner comment expires, the Board may adopt, amend, modify, repeal or re-enact any Policy by majority vote. Upon adoption, amendment, modification, repeal or re-enactment of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners by any reasonable method as determined by the sole discretion of the Board.

17.4. **No Waiver**. Failure by the Association, the Board or any person to enforce any provision of these Policies shall in no event be deemed to be a waiver of the right to do so thereafter.

17.5. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration and Bylaws shall have the same meaning herein.

17.6. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration, Bylaws, and the law of the State of Colorado governing Association.

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

17.8. **Severability**. The provisions of these Policies shall be deemed to be independent and several, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

17.9. **Construction**. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

17.10. **Caption and Headings**. The captions and headings to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

APPROVAL AND EXECUTION

The foregoing Governance Policies and Procedures are hereby adopted by the Association as of the Effective Date.

The Columbia West Condominiums Association,
Inc., a Colorado nonprofit corporation

By:_____

Printed Name:_____

Title:_____