

**Responsible Governance Policies, Rules and Regulations  
of  
Blue Mesa Lodge Condominium Association, Inc., a Colorado nonprofit corporation**

The following Responsible Governance Policies, Rules and Regulations (individually a “**Policy**,” “**Rule**” or “**Regulation**”) are adopted by the Board of Directors of Blue Mesa Lodge Condominium Association, Inc., a Colorado nonprofit corporation (the “**Association**”), to govern the common interest community known as Blue Mesa Lodge (the “**Community**”):

1. Collection of Unpaid Assessments
2. Conflicts of Interest Involving Board Members and General Director Obligations
3. Conduct of Meetings
4. Enforcement of Covenants and Rules
5. Maintenance, Inspection and Copying of Association Records
6. Investment of Reserve Funds
7. Procedures for the Adoption and Amendment of Policies, Procedures, and Rules
8. Procedures for Addressing Disputes Arising Between the Association and the Owners
9. Reserve Study and Funding

These Responsible Governance Policies, Rules and Regulations are in addition to the terms and provisions of the Association Articles of Incorporation, Bylaws and Declaration (the “**Governing Documents**”), and the laws of the State of Colorado. These Responsible Governance Policies, Rules and Regulations may be amended from time to time by the Board as set forth in Policy #7. These Responsible Governance Policies, Rules and Regulations shall supersede and replace the Association Collection Policies and Procedures dated January 2, 2017 and the Amnesty Program document dated July 2, 2012.

CERTIFIED to be the Responsible Governance Policies, Rules and Regulations of the Association, as duly adopted by the Board of Directors after Notice and Comment from the Owners.

Blue Mesa Lodge Condominium Association, Inc., a Colorado nonprofit corporation

By: Thomas J. Scruton Dated: 6/14/21  
Thomas James Scruton, President

## **Responsible Governance Policy #1 Collection of Unpaid Assessments**

1. Quarterly Assessments. Pursuant to the Governing Documents, the Association imposes quarterly assessments for common expenses. Invoices are issued to Owners on a quarterly basis, and payment is due within thirty (30) calendar days of the invoice date.

2. Late Status. Assessments or other charges not paid in full to the Association within one (1) calendar day of the due date shall be considered past due and delinquent and shall incur interest as provided below.

3. Receipt Date. The Association shall post payments on the calendar day that the payment is received.

4. Interest on Delinquent Installments. The Association shall impose interest from the date due at the rate of eighteen percent (18%) per annum on the amount owed for each Owner who fails to pay its quarterly installment of the annual assessment within one (1) calendar day of the due date. The Board has authority to compromise the interest rate as it deems appropriate under the circumstances.

6. Lien for Assessments and Other Amounts. Pursuant to the Association Declaration and Colorado law, the Association shall have a lien against each Unit to secure payment of any assessment, charge, lien, late fee, penalty or other amounts due and owing to the Association by an Owner with respect to the Owner's Unit. Such lien may be foreclosed in any manner provided by the laws of the State of Colorado and/or the Governing Documents, as provided herein.

7. Personal Obligation. The amount of any assessment, charge, fine, late fee, and/or interest payable by any Owner shall be a joint and several obligation to the Association and such Owner's heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Unit shall be jointly and severally liable with the former Owner of a Unit for all such amounts which had accrued and were payable at the time of acquisition of the Unit. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.

8. Return Check Charges. In addition to any and all charges imposed under the Governing Documents, or this Policy, any charges assessed by the bank shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charges shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the

Unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Governing Documents or this Policy after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the quarterly installment of the annual assessment is not timely made within one (1) calendar day of the due date.

9. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Governing Documents and by Colorado law, the Association shall be entitled to recover its reasonable attorneys' fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorneys' fees incurred by the Association shall be due and payable immediately when incurred, upon demand by the Association.

10. Application of Payments. All sums collected on a delinquent account shall be applied to payment of any and all legal fees and costs (including attorneys' fees), expenses of enforcement and collection, late charges, returned check charges, recording fees, and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents or this Policy, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

11. Collection Process.

- a. Management shall issue written reminders to Owners delinquent on dues at least every thirty (30) days. Such reminders shall include an offer to enter into a payment plan as described below. After an installment of an assessment or other charges due to the Association becomes more than ninety (90) calendar days delinquent, the Association shall have counsel send a written notice (the "First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. Such First Notice shall contain the following information:
  1. It shall specify the total amount due, with an accounting of how the total was determined, including principal, late fees and interest (the "Delinquent Amount").
  2. It shall notify the Owner that, unless within thirty (30) calendar days of the date of the First Notice, the Owner either pays off the Delinquent Amount, or enters into a payment plan to pay off the Delinquent Amount as set forth below, that the Association will arrange a Board hearing to authorize formal legal action to collect the Delinquent Amount, plus interest, attorneys' fees and costs incurred, including foreclosure of the Unit.

3. It shall contain the name and contact information of the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
  4. It shall state that action is required to cure the delinquency and that failure to do so within thirty (30) calendar days may result in a formal notice of Board hearing to authorize a lawsuit being filed against the Owner, the foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.
  5. As stated above, the First Notice shall also inform the Owner that the Owner is entitled to enter into a payment plan as provided herein.
- b. The Association shall make a good-faith effort to coordinate with the Owner to enter into a written agreement setting up a payment plan. Such payment plan negotiated between the Association (or a holder or assignee of the Association's debt, whether the holder or assignee of the Association's debt is an entity or a natural person) and the Owner pursuant to this section shall permit the Owner to pay off the deficiency in equal installments over a period of at least six months. Nothing in this section prohibits the Association or a holder or assignee of the Association's debt from pursuing legal action against the Owner in the event the Owner fails to comply with the payment plan. The payment plan shall authorize the Association to notice the Owner to a formal Board hearing to take legal action to collect the Delinquent Amount if the Owner fails to comply with the terms of the payment plan. An Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the repayment period, shall constitute a failure to comply with the terms of the payment plan.
- c. The requirement for the Association to attempt to arrange a payment plan with the Owner does not apply if:
1. the Owner does not occupy the Unit\* and has acquired the property as a result of a default of a security interest encumbering the Unit or foreclosure of the association's lien; and/or
  2. The Owner has previously entered into a payment plan under this section.
- [\* An Owner not occupying a Unit means the Owner does not reside in the Unit.]
- d. In the event despite good faith efforts the Association is unable to have the Owner pay the Delinquent Amount, or to coordinate with the Owner to enter into a written agreement setting up a payment plan, the Association shall issue a written notice ("Second Notice") to the Owner, notifying the Owner that the Board shall be convening a meeting to authorize legal action to collect the Delinquent Amount. Such Second Notice shall be issued via U.S. mail,

certified, return receipt requested, with a courtesy copy via E-mail, at least ten (10) calendar days prior to the Board meeting and shall state that if the Delinquent Amount is paid in full prior to the Board meeting, the agenda item to authorize such legal action shall be canceled. If the Delinquent Amount remains unpaid, and the Board so elects, then at the meeting, the Board shall formally resolve, by a recorded vote, to authorize the filing of a legal action against the specific Owner and Unit on an individual basis. At the meeting, the Board may authorize the legal action (including foreclosure) to be filed, but the Board shall not authorize the foreclosure to be actually filed until and if the balance of the Delinquent Amount equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorneys' fees together with the cost of the action and any applicable interest and late fees.

- e. In addition to the steps outlined above, the Association will ordinarily elect to suspend the voting rights and/or the right to use of any Association facilities of any Owner whose account is past due at the time of such voting. In the event the Association elects to do so, the Owner shall first be afforded the Notice and Hearing procedure set forth in these Policies.

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

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

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

- a. Filing of a suit against the delinquent Owner for a money judgment;
- b. Instituting a judicial foreclosure action of the Association's lien;
- c. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and

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

15. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to Colorado law. A receiver is a disinterested person, appointed by the court that manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to: obtain payment of current assessments, reduce past due assessments; and prevent the waste and deterioration of the property.

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

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

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

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

1. Definition. A “conflicting interest transaction” means: A contract, transaction, or other financial relationship between the Association and a Director (i.e. member of the Association Executive Board) 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. “Officer” means any person designated as an officer of the Association and any person to whom the Board delegates responsibilities, including, without limitation, a managing agent, attorney, or accountant employed by the Board. No loans shall be made by the Association to its Directors or Officers. Any Director or Officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

2. Procedures. The following procedures shall be followed when a conflict of interest exists. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction. A “party related to a Director” shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a Director, Officer, or has a financial interest.

- a. The conflicted Director must disclose to the Board in detail the material facts as to the Director’s relationship or interest regarding the conflicting interest transaction.
- b. The conflicted Director may be present and participate in the meeting of the Association’s Board of Directors or of the committee of the Board of Directors that authorizes, approves, or ratifies the conflicting interest transaction, but the conflicted Director may not participate in the final deliberations of the Board, nor may the conflicted Director vote on the conflicting interest transaction.
- c. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the Association, solely because the conflicting interest transaction involves a Director of the Association or a party related to a Director or an entity in which a Director of the Association 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 or of the committee of the Board of Directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the director's vote is counted for such purpose if:
  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 or the committee, and the Board of Directors or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or

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 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. The conflicting interest transaction is fair as to the nonprofit corporation.
4. Review. The Board shall periodically review the Association's conflict of interest policies.

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

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

a. Acting in the Best Interests of the Association. Community members trust their Boards to make decisions on behalf of the entire Community, based on what is best for the Association as a whole. This means Directors cannot favor certain members over others, either because of personal relationships, or because someone might have voted for a Director while another person voted against such Director. Nor can Directors or other volunteers put their own interests above those of the Association or its members.

b. Personal Enhancement. No Director or other volunteer shall use such Director's position for private gain, including for the purpose of enhancement of such Director's financial status through the use of certain contractors or suppliers.



c. Acting with Care, Including Seeking Advice from Experts when Appropriate. Directors and other volunteers must exercise the same degree of care that a reasonably prudent person would under the circumstances. Sometimes, this requires getting advice from one or more experts before making a decision. Generally, Directors should consult with experts, such as attorneys, accountants, and engineers, on issues that require specialized knowledge not possessed by anyone on the Board.

d. Political Contributions. No contributions will be made to any political parties or political candidates by the Association.

e. Gifts, Gratuities, Favors, etc. No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association. No Director shall accept a gift or favor made with the intent of influencing decisions or actions on any official matter.

f. Acting in Good Faith. The motives of Directors and other volunteers must be to further the legitimate best interests of the Association. Decisions based on favoritism, discrimination, or malice, or decisions made arbitrarily, constitute a breach of this duty. This does not mean that Directors cannot create and enforce rules that affect some members differently from the way they affect other members. This obligation to act in good faith simply means that the decision to create a rule must be made based on one's honest and best judgment of what is best for the Community as a whole.

g. Misrepresentations. No Director shall willingly misrepresent facts to the members of the Community for the sole purpose of advancing a personal cause or influencing the Community to place pressure on the Board to advance a personal cause.

h. Contractor Relations. No Director shall interfere with a contractor engaged by the Association while a contract is in progress. Generally, all communications with Association contractors shall go through the Association's professional Manager.

i. Unauthorized Promises. No promise of anything not approved by the Board as a whole can be made by a Director to any subcontractor, supplier, or contractor during negotiations.

j. Felony Convictions. Any Director convicted of a felony shall voluntarily resign from such Director's position.

### **Responsible Governance Policy #3 Conduct of Meetings**

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

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

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

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

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

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

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

- d. Anyone wishing to speak must first be recognized by the Chair. Only one person may speak at a time. Each person who speaks shall first state his or her name and Unit owned. Those addressing the meeting shall be permitted to speak for a reasonable period of time without interruption as long as these rules are followed. The Chair may place reasonable restrictions on the length of comments and the number of Owners making comments if the comments are duplicative, as determined by the Chair based upon the number of individuals wishing to speak, the length of the agenda and other time constraints. Owners supporting prior comments may simply reference the fact without further discussion. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting. Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting, and if necessary, escorted out.
- e. All actions and/or decisions will require a first and second motion. There shall be no action on items unless such item was on the meeting agenda.
- f. Once a vote has been taken, there will be no further discussion regarding that topic unless authorized by the Chair.
- g. Any motions must be seconded prior to discussion and voting. Because the nature of a motion and vote may be outside the Owners' authority, the Board reserves the right to determine whether a motion will be considered binding on the Association or rather a recommendation for proceeding.
- h. Minutes of the meeting shall be kept by the Association as directed by the Board at the commencement of the meeting. Minutes shall be a very concise summary of topics and major discussion points, and motions made, including the movant and the second, and the conclusion of the motion. Minutes shall be first approved by the Board and then distributed to the Owners.
- i. Board meetings may be continued by a vote of the majority of Directors present or by proxy. Owners meetings may be continued by a vote of the majority of Owners present or by proxy.

6. Owners meetings. Owners meetings shall be held at least once per year. Special meetings of the Owners may be requested by the Board President, or by Owners having twenty percent (20%) of the votes in the Association. Such requests shall be forwarded to the Board, which shall then arrange and notice the regular or special meeting. Not less than ten (10) nor more than fifty (50) calendar days in advance of any Owners meeting, the Association notice shall be hand delivered or sent prepaid by United States mail to the mailing address of each Owner. The notice, agenda and other meeting materials shall also be issued to all Owners via E-mail, to the extent each Owner has provided the Association with a valid E-mail address. The notice of any Owners meeting shall be

physically posted in a conspicuous place, to the extent that such posting is feasible and practicable. The notice shall also be posted on the Association website. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board. The notice shall include call-in and other instructions allowing parties to participate via telephone, and Internet if any such presentations are included in the meeting. Owners meetings shall be recorded, and the recordings shall be made available to all Owners after the meeting.

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

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

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

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

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

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

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

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

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

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

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

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

## **Responsible Governance Policy #4 Enforcement of Covenants and Rules**

1. Notice and Hearing. If any Owner has allegedly violated of any of the Covenants and/or Rules of the Association, or if the Owner is alleged to be currently violating such matters, or in the event the Association has any other dispute with the Owner (other than nonpayment of dues, addressed in Policy #1, above), the Association shall deliver written notice, via U.S. mail, certified, return receipt requested, with a copy via E-mail (provided the Owner has provided an E-mail address) demanding that such violation cease. The Association may assess as a common expense to the Owner the Association's attorneys' fees and costs incurred in connection with conferring with counsel and having the notice issued. The notice may inform the Owner that the Board will be convening to consider the violation. If the notice so states, the notice shall inform the Owner that the Owner shall have the right to appear at the Board meeting, with counsel if the Owner so elects. The notice shall describe the violation and the contemplated consequences for such violation, including if the Board so elects the possible fine that may be imposed or legal action that may be taken, which shall be considered at a Board meeting. The notice shall be copied to other Owners whose interest would be significantly affected by the proposed action. If a Board meeting is being noticed, the notice shall include the date, time and place of the meeting, and shall inform the Owner that the Owner may participate in the meeting via telephone or other electronic participation, which shall be arranged. The only exception to this notice and hearing requirement is that the Association may have a car belonging to an Owner or a guest booted and/or towed for parking violations, without notice and hearing.

2. Procedure. If the notice includes notice of a Board meeting/hearing, the notice shall be given not less than ten (10) nor more than fifty (50) calendar days before the date of the scheduled Board meeting/hearing. At the hearing, the affected Owner shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered. The affected Owner(s) shall be notified of the Board decision at the meeting, or if the Board wishes to consider the matter further, in the same manner in which notice of the meeting was given.

3. Schedule of Fines, Action. If at the Board meeting/hearing the Board concludes that a violation has taken place, the Board may impose fines in its discretion, of up to \$500 per calendar day for every calendar day the violation has occurred, as well as the assessment of any additional attorneys' fees and costs incurred in connection with the dispute, all of which may be collected from the Owner as common expenses. If the violation is continuing, and the Board has reason to believe the Owner is refusing to cease the violation, the Board may also authorize legal action against the Owner for injunctive and other appropriate relief, including damages, attorneys' fees and costs incurred.

4. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Board, as determined by the Board, shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. A conflicted Director shall be one with a direct personal or financial interest in the outcome of the decision. A Director shall not be deemed to have a direct personal or financial interest in the outcome if the Director will not, as a result of the outcome, receive any greater benefit or detriment than will the general Ownership of the Association.

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

6. No Adverse Action. The Association shall not take any action adverse to an Owner absent Notice and Hearing, including but not limited to imposing fines, suspending any voting rights or entering any Unit to abate such violation. The only exception to this is that the Association Manager may enter a Unit to abate a violation in the event of an emergency and danger to the safety of the other Owners or the Community.



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

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

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

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

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

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

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

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

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

- a. Without the written consent of the Board, Records maintained by the Association shall be withheld from inspection and/or copying to the extent that they are or concern:
  1. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
  2. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
  3. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
  4. Records of an executive session of the Board; and/or
  5. Individual units other than those of the requesting owner.
- b. The following records shall not be available for inspection and/or copying:
  1. The E-mail address of an Owner, unless the Owner has provided a written consent authorizing the release of the Owner's E-mail address to other Owners.
  2. Any documents that are confidential under constitutional, statutory or judicially imposed requirements;
  3. Personnel, salary, or medical records relating to specific individuals;
  4. Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, bank account information, telephone numbers and driver's license numbers; or
  5. Records that the disclosure of which would be in violation of the law.

5. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be \$30.00 per hour for the time to search for, retrieve, and copy such records, and \$0.25 per page for copies. For copy requests estimated to be \$10.00 or more, the Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, the Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

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

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

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

## **Responsible Governance Policy #6 Investment of Reserve Funds**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **Responsible Governance Policy #9 Reserve Study and Funding**

1. Reserve Study. The portions of the Community that the Association is responsible for typically have limited but reasonably predictable useful lives. The Association shall have a professional Capital Reserve Study performed for the portions of the Community maintained, repaired, replaced, and improved by the Association. The Association Capital Reserve Study shall be periodically updated. The Capital Reserve Study shall be based on a physical analysis and a financial analysis.

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

**Signature:** *Thomas J. Scruton*  
Thomas J. Scruton (Jun 14, 2021 16:53 MDT)

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