

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR) POLICY**

Adopted _____, 2024

The following resolution has been adopted by **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS

Colorado law allows the Association to establish a policy regarding alternative dispute resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt the following policy regarding alternative dispute resolution:

1. Mediation may be pursued by the Association before any lawsuit is filed.
2. ADR will not be pursued by the Association if an Owner refuses to do so. If ADR is to be pursued, it must be pursued using a trained facilitator or mediator who is familiar with the governance of owner associations.
3. ADR allowed for or required under this Policy must be in compliance with the Uniform Arbitration Act and/or the Dispute Resolution Act, as applicable.
4. If the parties to the ADR cannot agree on the facilitator, mediator, or other qualified person to conduct the ADR, then:
 - a. Each party shall choose a facilitator, mediator, or other qualified person, and those so chosen shall then select one facilitator, mediator, or other qualified person. OR
 - b. The facilitator, mediator, or other qualified person shall be selected by the first available person from:
 - i. The Judicial Arbiter Group (Jag); OR
 - ii. The American Arbitration Association; OR
 - iii. A mutually agreeable third party.
5. The costs of ADR shall be split between the owner and the Association. The Association's share shall be a common expense of the Association.

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

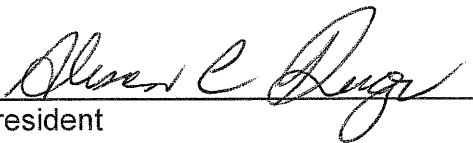
7. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

8. 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.

9. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING PROCEDURES FOR ADOPTION OF POLICIES, PROCEDURES,
RULES, REGULATIONS, OR GUIDELINES**

SUBJECT: Adoption of a procedure to be followed when adopting policies, procedures, rules, regulations or guidelines (hereinafter "Policy" or "Policies") regarding the operation of the Association.

PURPOSE: To adopt a standard procedure to be used in developing Policies in order to facilitate the efficient operation of the Association and to afford Owners an opportunity to provide input and comments on such Policies prior to adoption.

AUTHORITY: The Declaration, Articles of Incorporation, Bylaws of the Association, and Colorado law.

**EFFECTIVE
DATE:** _____, 2024

RESOLUTION: The Association hereby adopts the following procedures to be followed in adopting Policies of the Association:

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 provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to ensure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.
2. **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.
3. **Notice and Comment.** The adoption of every Policy shall 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 shall be afforded such opportunity at the meeting in compliance with Colorado law.

4. **Adoption Procedure.** Upon adoption 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, including but not limited to posting on the Association's website.
5. **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, Procedures, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.
6. **Definitions.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
7. **Supplement to Law.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
8. **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.
9. **Amendment.** This Procedure may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024, and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING BOARD MEMBER CONFLICTS OF INTEREST POLICY**

Adopted _____, 2024

The following resolution has been adopted by **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS

- A.** Each member of the Board of Directors owes a fiduciary duty to the Association, including a duty to act in good faith, in the interest of, in an informed manner, and with utmost loyalty to, the Association.
- B.** The Board of Directors is charged with entering into contracts and taking other action necessary for the operation and governance of the community and the Association, and each member of the Board shall adhere to their fiduciary duty of loyalty when entering into such contracts or taking other action.
- C.** Colorado law requires that the Association establish a policy regarding Board member conflicts of interest.
- D.** The Board of Directors of the Association desires to adopt a policy to be followed when entering into any contract or taking other action in which a Board member has a conflict of interest, in order to ensure proper disclosure of the conflict, and to establish consequence for failure to disclose.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt the following policy regarding Board member conflict of interests:

- 1. Definition.** A conflict of interest is present whenever any contract, decision or other action taken by or on behalf of the Board would financially benefit: (i) a Board member, (ii) a parent, grandparent, spouse, child, or sibling of the Board member, or (iii) a parent or spouse of any of the persons in subsection (ii).
- 2. Disclosure of Conflict.** Any possible conflict of interest on the part of any Director shall be verbally disclosed to the other Directors at the first open meeting of the Board of Directors at which the interested Director is present after the conflict of interest is or should be discovered. After disclosure the Board member may participate in the discussion but shall not vote on the matter. Any Director having a conflict of interest on any matter shall not use his or her personal influence on the matter, and he/she shall not be counted in determining the quorum for the vote.

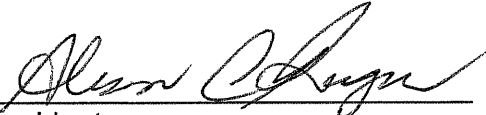
The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the composition of the quorum.

3. **Failure to Disclose Conflict.** Any contract entered into in violation of this policy shall be void and unenforceable.

4. **Amendment.** This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING BOARD MEMBER CONFLICTS OF INTEREST POLICY**

Adopted _____, 2024

The following resolution has been adopted by **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

RECITALS

- A. Each member of the Board of Directors owes a fiduciary duty to the Association, including a duty to act in good faith, in the interest of, in an informed manner, and with utmost loyalty to, the Association.
- B. The Board of Directors is charged with entering into contracts and taking other action necessary for the operation and governance of the community and the Association, and each member of the Board shall adhere to their fiduciary duty of loyalty when entering into such contracts or taking other action.
- C. Colorado law requires that the Association establish a policy regarding Board member conflicts of interest.
- D. The Board of Directors of the Association desires to adopt a policy to be followed when entering into any contract or taking other action in which a Board member has a conflict of interest, in order to ensure proper disclosure of the conflict, and to establish consequence for failure to disclose.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt the following policy regarding Board member conflict of interests:

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- 2. **Disclosure of Conflict.** Any possible conflict of interest on the part of any Director shall be verbally disclosed to the other Directors at the first open meeting of the Board of Directors at which the interested Director is present after the conflict of interest is or should be discovered. After disclosure the Board member may participate in the discussion but shall not vote on the matter. Any Director having a conflict of interest on any matter shall not use his or her personal influence on the matter, and he/she shall not be counted in determining the quorum for the vote.

The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the composition of the quorum.

3. **Failure to Disclose Conflict.** Any contract entered into in violation of this policy shall be void and unenforceable.

4. **Amendment.** This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING ENFORCEMENT OF COVENANTS AND RULES POLICY**

- SUBJECT:** Enforcement of covenants and rules; notice and hearing procedures; fine schedule.
- PURPOSE:** To adopt a Policy setting forth a process for enforcement of covenants and rules, including notice and hearing procedures and fine schedule as required by Colorado law and HB22-1137. If this policy is inconsistent with a previously adopted policy, the portions of this policy which are subject of the inconsistency will control.
- AUTHORITY:** The Declaration, Bylaws, and Articles of Incorporation for **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** and Colorado law.
- EFFECTIVE DATE:** _____, 2024
- RESOLUTION:** **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** ("Association") gives notice of its adoption of a Resolution establishing a fine schedule and enforcement procedure.

The resolution adopted is as follows:

Article XVI, Section 16.2, of the Declaration grants the Association the power to enforce the provisions of the Declaration;

The Association's documents authorize and the Colorado Common Interest Ownership Act requires the Board of Directors to adopt rules, procedures and resolutions for carrying out its duties, and to enforce such rules, procedures and resolutions,

IT IS RESOLVED that the Association will enforce the Articles, Declaration, Bylaws and Rules subject to the following procedure:

- A. Reporting Violations. Complaints regarding alleged violations may be reported by an owner or resident within the community, a group of owners or residents, the Association's management company, if any, Board member(s) or committee member(s).
- B. Complaints. (1) Complaints by owners or residents shall be in writing and submitted to the Board of Directors. The complaining owner or resident shall have observed the alleged violation. The complaint shall identify the complainant

("Complainant") and the alleged violator ("Violator"), 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. (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.

- C. Investigation. Upon receipt of a complaint by the Association, if more information is needed, the complaint will be investigated by a designated individual or committee within a reasonable time. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.
- D. Language of Correspondence. The Association will send all correspondence in English unless the owner notifies the Association in writing that the owner prefers correspondence from the Association be in a language other than English. If an owner notifies the Association of its preferred language in writing, the Association will send all correspondence in the preferred language of the owner.
- E. Preferred Contact. The Association will send all correspondence to the owner at their address within the Association unless an owner identifies another person or address to serve as a designated contact for the owner to be contacted on the owner's behalf for purposes of notice. If an owner notifies the Association of its designated contact, the Association will send all correspondence and notices to both the owner and the owner's designated contact. The owner must identify the designated contact to the Association in writing and provide three forms of contact including a mailing address, email address and phone number for the designated contact. The owner is responsible at all times to notify the Association in writing of any changes to the designated contact or the designated contact's contact information.
- F. Initial Violation Letter. If a violation is found to exist, a violation letter will be sent to the Violator by Certified Mail, Return Receipt Requested, explaining the nature of the violation. The violation letter will state that the owner has thirty (30) days from the date of the letter to come into compliance or the Association, after conducting an inspection and determining that the owner has not cured the violation, may fine the owner pursuant to the fine schedule in Section (M) of this Policy, following notice and opportunity for a hearing.

If an owner cures the violation within the 30-day cure period, the owner may send written notice to the Association that the violation has been corrected and provide visual evidence of the correction. If the visual evidence submitted evidences the violation is corrected, the violation will be deemed cured on the date the owner sent the notice. If the owner does not include visual evidence that the violation has

been cured, the Association shall inspect the violation as soon as practicable to determine if the violation has been cured.

If the Association does not receive notice from the owner that the violation has been corrected after receiving the initial violation letter, the Association shall inspect the violation within seven (7) days after the expiration of the thirty (30) day period for compliance.

If, after inspection and whether or not the Association received notice from the Unit owner that the violation was cured, the Association determines that the violation has not been corrected, a second violation letter will be sent to the owner.

- G. Second Violation Letter. If the owner does not come into compliance within thirty (30) days of the first violation letter, a second violation letter will be sent providing a final thirty (30) day request for compliance. This second letter will be sent to the owner, providing notice and an opportunity for a hearing, and explaining that the Association, after conducting an inspection and determining that the owner has not cured the violation, may fine the owner pursuant to Section (M) of this Policy. The letter will 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 fourteen (14) days of the date on the second violation letter.
- H. Notice of Hearing. If a hearing is requested by the owner, the Board, committee or other person conducting such hearing, as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least fourteen (14) days prior to the hearing date.
- I. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. Neither the Complainant nor the alleged Violator must be in attendance at the hearing. However, failure to appear at the hearing will result in the Board making a unilateral decision based solely on the matters set forth in the complaint, results of the investigation and such evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all members of the Association. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, 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 Board members present at the hearing.
- J. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within fourteen (14) days of the second letter, or fails to appear at the hearing, the Board may unilaterally make a decision with respect to the alleged violation based on the complaint, results of the investigation, and any other available information.

If a violation is found to exist, the owner may be assessed a fine pursuant to Section (M) of this Policy.

- K. Notification of Decision. The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within 10 days of the hearing, or if no hearing is requested, within 10 days of the final decision.
- L. Appeals. The Board, committee or other person, may order an appeal at any time within ten (10) days following the delivery of its decision at the request of the Complainant, Violator or Board member.
- M. Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

First Violation	First violation letter including nature of violation (30 days to cure)
Continuing Violation (of same covenant)	Second letter and subject to \$100 fine after hearing opportunity (30 day cure period)

After the second violation letter and expiration of second thirty (30) day opportunity to correct the alleged violation, the violation(s) may also be turned over to the Association's attorney to take appropriate legal action, including but not limited to injunctive relief and an award of attorneys fees and costs. Any Violator committing two (2) or more violations of the same covenant in any six (6) month period may be immediately turned over to the Association's attorney for appropriate legal action.

- N. Continuous Violations. Continuous violations shall be defined as on-going violations of owner obligations that are perpetual in nature. Each day/incidence of noncompliance with such perpetual obligations constitutes a separate violation. *For example: the failure to remove an unapproved exterior improvement is a breach of the perpetual covenant requiring owners to obtain Board approval prior to making exterior modifications. Therefore, every day the owner fails to remove the improvement constitutes a breach of the covenant.*

If a Violator is determined as having a continuous violation, in accordance with the terms of this Policy, such owner may be subject to a monthly fine of \$100.00 each month the violation is not corrected. Each fine is due and payable within thirty (30) days.

- O. Public Safety or Health. If the Association reasonably determines that a violation threatens public safety or health, the Association shall provide the owner written


notice of the violation informing the owner that the owner has seventy-two (72) hours to cure the violation or the Association may fine the owner. If after an inspection, the Association determines that the owner has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose a \$100 fine on the owner every other day until the violation is cured and commence legal action against the owner for the violation.

- P. Cure. Once an owner cures a violation, the Association shall notify owner (1) that the owner will not be further fined with regard to the violation, (2) of any outstanding balance that the owner owes the Association as a result of the violation, and (3) the date that balance is due before being considered delinquent.
- Q. Monthly Statements. On a monthly basis and by First Class Mail, and if the Association has the relevant e-mail address, by e-mail, the 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 to any designated contact for the owner.
- R. 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 compliance with the Articles, Declaration, Bylaws or Rules.
- S. Other Enforcement Means. This fine schedule and enforcement process are 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.
 - 1. Small Claims Court: The Association or owner may file a claim in small claims court in which debt, damage or value of personal property claimed does not exceed seven thousand five hundred dollars. Small claims court may also enforce the rights and responsibilities arising under the Declaration, Bylaws, Covenants, or other governing documents in relation to disputes arising from assessments, fines, and fees. Small claims court may also be utilized to enforce restrictive covenants on residential property if the amount required to comply does not exceed seven thousand five hundred dollars. Small claims court may also be utilized to enforce rights arising under the Declaration, Bylaws, Covenants, or other governing documents, including seeking declaratory relief.
- T. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

- U. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
- V. 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.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING RESERVE STUDY POLICY**

SUBJECT: Adoption of a policy related to when the Association will have a reserve study prepared, whether there is a funding plan for the work recommended by the reserve study, and whether the reserve study will be based on a physical analysis and a financial analysis.

PURPOSES: To provide for the creation and review of a reserve study and for the funding of the work recommended by the reserve study.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law

**EFFECTIVE
DATE:** _____, 2024

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Baseline Reserve Study. The Association shall, within twelve months of the adoption of this Resolution, conduct a baseline reserve study, including both a physical analysis and a financial analysis as follows:

A. The physical analysis:

- (1) A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.
- (2) A condition assessment of each component on the component inventory by on-site inspection.
- (3) Estimates of the remaining useful life and replacement costs of each component.

B. The financial analysis:

- (1) An analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association per the reserve study.
- (2) A future funding plan to meet the requirements of the reserve study.

2. Update of the Reserve Study.

A. The Association shall cause the reserve study, including both the physical and financial analysis, to be evaluated by a reputable company at least every five (5) years to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. In determining whether an update to the reserve study is needed more often than every five (5) years, the Association shall consider the following:

- (1) Whether the Association added or replaced any significant common elements.
- (2) Whether the common elements sustained extreme wear and tear from harsh weather or lack of maintenance.
- (3) Whether local inflation for materials and labor has substantially increased.
- (4) Whether the Association has deferred any replacements or moved up replacements from the scheduled dates of replacement.
- (5) Whether reserve income and expenses have occurred as planned.
- (6) Whether there have been any new technological changes or improved product development that might result in a component change.

B. In determining whether a site visit is required in any given year in order to update the reserve study, the Association shall take into consideration the following:

- (1) Any special or extraordinary issues facing the community (such as an increase in roof leaks or other maintenance issues).
- (2) Increased deterioration in any components beyond normal wear and tear.
- (3) Economic changes that affect the replacement cost of any component.
- (4) Whether routine maintenance of the components has been kept up with.

3. Funding of the Reserve Study. The reserve study will be funded through regular assessments. The reserve fund shall be fully funded, meaning the Association's reserve fund shall maintain a balance at or near 100% as determined by the reserve study. The

reserve fund may be funded on an as-needed basis through the imposition of special assessments by the Association.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: _____

Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING POLICY AND PROCEDURE FOR THE CONDUCT OF MEETINGS**

SUBJECT: Adoption of a policy to be followed when conducting both board meetings and meetings of the members.

PURPOSE: To facilitate the smooth operation of the community and to afford members an opportunity to provide input and comments on decisions affecting the community.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE**, and Colorado law.

**EFFECTIVE
DATE:** _____, 2024

RESOLUTION: **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** ("Association") does hereby adopt the following policy regarding conduct of meetings. The Policy adopted is as follows:

1. **Member Meetings.** Meetings of the Members of the Association shall be called pursuant to the Bylaws of the Association.

A. Notice.

- i. In addition to any notice required in the Bylaws, notice of any meeting of the Members shall be posted, to the extent that such posting is feasible and practicable, at least ten (10) to fifty (50) days prior to each such meeting, or as may otherwise be required by Colorado law.
- ii. The Association shall also post notice on its website of all meetings. Such notice shall be posted ten (10) to fifty (50) days prior to such meeting.
- iii. 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 member meetings to such owner at the email address provided as soon as possible after mailed as provided, pursuant to the Bylaws, but in no case later than 24 hours prior to any such meeting.

B. Conduct.

- i. All meetings shall be governed by the following rules of conduct:
 - a. The President of the Association, unless delegated to someone else by the President, shall chair all member meetings.
 - b. All members and persons who attend a meeting of the members will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
 - c. Any person desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item.
 - d. Anyone wishing to speak must first be recognized by the Chair.
 - e. Only one person may speak at a time.
 - f. Each person who speaks shall first state his or her name and address.
 - g. Any person who is represented at the meeting by legal counsel will be permitted to have his/her attorney speak for them.
 - h. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
 - i. 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.
 - j. Each person will be given up to a maximum of three (3) minutes to make a statement or to ask questions. Though answers to the questions are not required, the board may address at its discretion. Each person may only speak once. Yielding of time by a speaker to another individual is not permitted. Such time limit may be increased or decreased by the Chair prior to the meeting, but shall be uniform for all person addressing the meeting.
 - k. All actions and/or decisions will require a first and second motion.
 - l. Once a vote has been taken, there will be no further discussion regarding that topic.
 - m. No meeting of the members may be tape recorded, video recorded or otherwise recorded, to allow for and encourage full discussion by members. Minutes of actions taken will be kept by the Association.
 - n. Anyone disrupting the meeting, in the opinion of the Chair, will be asked to "come to order." Anyone who does not come to order will be asked to leave the meeting.

C. Voting. All votes taken at member meetings shall be taken as follows:

- i. Election of board member shall be conducted by secret ballot. Each owner entitled to vote pursuant to the Bylaws shall receive a ballot. Said ballot shall contain no identifying information on the ballot. In the event an owner holds a proxy for another owner, upon presentation of such proxy to the secretary of the Association, 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 in the event that such proxy specifically directs the owner how to vote.
- ii. All other votes taken at a meeting of the members 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.
- iii. If written ballots are used to conduct any vote, a counting committee shall be formed to count such ballots. The counting committee shall consist of three owners who are not candidates and shall be chosen from any owners who volunteer at any such meeting. The Chair shall choose a number between 1 and 100 and write it on a slip of paper. All volunteers shall guess such number on a slip of paper with their name and guess. Each slip of paper, starting with the number chosen by the Chair shall be read out loud to the Members and those three owners who guessed closest to the number chosen by the Chair shall form the counting committee.
- iv. The counting committee shall report the results of the votes by indicating how many votes were cast in favor and how many were against.

D. Proxies. Proxies may be given by any owner as allowed by C.R.S. 7-127-203.

- i. All proxies shall be reviewed by the Secretary of the Association, or as may be designated, as to the following as allowed by C.R.S. 7-127-203:
 - a. Validity of the signature
 - b. Signatory's authority to sign for the Unit owner
 - c. Authority of the Unit owner to vote
 - d. Conflicting proxies
 - e. Expiration of the proxy

2. Board Meetings. Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

A. Conduct.

- i. All meetings shall be governed by the following rules of conduct:

- a. The President of the Association, unless delegated to someone else by the President, shall chair all Board meetings.
- b. All members and persons who attend a meeting of the Board will sign in.
- c. 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 beginning of the meeting. Any owner wishing to speak during the owner forum shall indicate so at sign in.
- d. Anyone wishing to speak must first be recognized by the Chair.
- e. Only one person may speak at a time.
- f. Each person who speaks shall first state his or her name and address.
- g. Any person who is represented at the meeting by legal counsel will be permitted to have his/her attorney speak for them.
- h. Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- i. 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.
- j. Each person will be given up to a maximum of three (3) minutes to make a statement 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 is not permitted. Such time limit may be increased or decreased by the Chair prior to the meeting but shall be uniform for all person addressing the meeting.
- k. No meeting of the Board may be tape recorded, video recorded or otherwise recorded except by the Board to aid in the preparation of minutes. Minutes of actions taken will be kept by the Association.
- l. Anyone disrupting the meeting, in the opinion of the Chair, will be asked to "come to order." Anyone who does not come to order will be asked to leave the meeting.

B. Owner Input. After a motion and second has been made on any matter, owners present at such time will be afforded an opportunity to speak on such vote as follows:

- i. The Chair will ask any owner present who wishes to speak in favor of the vote to indicate by hand. The Chair will ask any owner present

who wishes to speak against the vote to indicate by hand. If there are less than 5 owners on each side, each owner will be allowed one (1) minute to speak prior to the Board vote. If there are more than five owners per side, the Chair will randomly select five owners on each side of the matter to speak and each owner shall be given one (1) minute to speak. Such selection shall be done in the same manner as the selection of the counting committee set forth above.


C. Executive Session.

- i. The Members of the Executive Board or any committee may hold an executive or closed-door session and may restrict attendance to Executive Board members and such other persons requested by the executive Board during a regular or specially announced meeting. An executive session of the Board may be held pursuant to C.R.S. 38-33.3-308(3) for any of the following reasons:
 - a. (1) matters pertaining to employment and/or the management agreement; (2) consultation with legal counsel; (3) investigation of criminal misconduct; (4) matters legally protected from public disclosure; (5) matters which would violate individual privacy if disclosed; and (6) discussion of communication with legal counsel, even though legal counsel is not present at the meeting;
 - b. Any matter, the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Unit owner and any referral of delinquency; except that a Unit owner who is subject of the disciplinary hearing or referral of delinquency may request and receive the results of any vote taken at the relevant meeting.
- ii. Upon 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.
- iii. No rule or regulation of the Board or any committee thereof shall be adopted during an executive session.

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PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING RESERVE STUDY POLICY**

SUBJECT: Adoption of a policy related to when the Association will have a reserve study prepared, whether there is a funding plan for the work recommended by the reserve study, and whether the reserve study will be based on a physical analysis and a financial analysis.

PURPOSES: To provide for the creation and review of a reserve study and for the funding of the work recommended by the reserve study.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of the Association and Colorado law

**EFFECTIVE
DATE:** _____, 2024

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Baseline Reserve Study. The Association shall, within twelve months of the adoption of this Resolution, conduct a baseline reserve study, including both a physical analysis and a financial analysis as follows:

A. The physical analysis:

(1) A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.

(2) A condition assessment of each component on the component inventory by on-site inspection.

(3) Estimates of the remaining useful life and replacement costs of each component.

B. The financial analysis:

(1) An analysis of the funds currently held in the Association's reserve fund in relation to the expected needs of the Association per the reserve study.

(2) A future funding plan to meet the requirements of the reserve study.

2. Update of the Reserve Study.

A. The Association shall cause the reserve study, including both the physical and financial analysis, to be evaluated by a reputable company at least every five (5) years to determine increases in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. In determining whether an update to the reserve study is needed more often than every five (5) years, the Association shall consider the following:

- (1) Whether the Association added or replaced any significant common elements.
- (2) Whether the common elements sustained extreme wear and tear from harsh weather or lack of maintenance.
- (3) Whether local inflation for materials and labor has substantially increased.
- (4) Whether the Association has deferred any replacements or moved up replacements from the scheduled dates of replacement.
- (5) Whether reserve income and expenses have occurred as planned.
- (6) Whether there have been any new technological changes or improved product development that might result in a component change.

B. In determining whether a site visit is required in any given year in order to update the reserve study, the Association shall take into consideration the following:

- (1) Any special or extraordinary issues facing the community (such as an increase in roof leaks or other maintenance issues).
- (2) Increased deterioration in any components beyond normal wear and tear.
- (3) Economic changes that affect the replacement cost of any component.
- (4) Whether routine maintenance of the components has been kept up with.

3. Funding of the Reserve Study. The reserve study will be funded through regular assessments. The reserve fund shall be fully funded, meaning the Association's reserve fund shall maintain a balance at or near 100% as determined by the reserve study. The

reserve fund may be funded on an as-needed basis through the imposition of special assessments by the Association.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE INFORMATION SECURITY AND DATA BREACH POLICY

- PURPOSE:** Compliance with the requirements of HB 18-1128 regarding consumer data privacy, as codified at C.R.S. §§ 6-1-713, -713.5, and -716 (2018)
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** _____, 2024
- RESOLUTION:** **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** ("Association") hereby adopts the following Policy and Procedures:

Part I. Scope & Applicability

This policy applies to the use, storage, protection, and disposal of certain data owned, licensed, or maintained by the Association business or interact with internal networks and business systems, whether owned or leased by Association, an employee, or a third party.

This policy applies to Board Members, employees, contractors, consultants, temporaries, and others at the Association, including all personnel affiliated with third parties.

Part II. Disposal of Personal Identifying Information

- 2.1 Definitions. For the purpose of Part II of this Policy, the following definitions apply:
- a. "Personal Identifying Information" or "PII" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, an employer, student, or military identification number; or a financial transaction device.
- 2.2 To the extent the Association maintains paper or electronic documents during the course of its business that contain PII, the Association shall destroy or arrange for the destruction of such paper and electronic documents containing PII when such PII is no longer needed, by shredding, erasing, or otherwise modifying the personal identifying information in the

paper or electronic documents to make the PII unreadable or indecipherable through any means.

- 2.3 By way of example, the following types of information, which are commonly held by community associations would constitute PII
- a. Credit card numbers;
 - b. Information for processing Automated Clearing House (a/k/a "ACH") transactions; or
 - c. Passwords for accessing an Association website

Part III. Protection of Personal Identifying Information

- 3.1 To protect PII, as defined in section 2.1(a) of this Policy, from unauthorized access, use, modification, disclosure, or destruction, the Association shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the PII, as well as the nature and size of the Association's operations.
- 3.2 At minimum, the reasonable security measures implemented to protect PII shall include the following:
- a. Any paper records containing PII must be stored in an enclosed, locked area accessible only by authorized parties.
 - b. All computing devices used to store PII must be password protected and each authorized user must have their own unique password for the purpose of accessing the PII.
 - c. If the Association's PII is stored on a computer network, the network must be password protected.

Part IV. Notification of Security Breach

- 4.1 Definitions. For the purpose of Part IV of this Policy,
- a. "Personal Information" means:
 - i. a Colorado resident's first name or first initial and last name in combination with any one or more of the following unencrypted data elements relating to the resident:
 - 1. Social security number;
 - 2. Student, military, or passport identification number;
 - 3. Driver's license number;
 - 4. Identification card number;
 - 5. Medical information;

- 6. Health insurance information; or
- 7. Biometric data.
- ii. A Colorado resident's username or email address, in combination with a password or security questions and answers, that would permit access to an online account; or
- iii. A Colorado resident's account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to that account.
- b. "Security Breach" means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of Personal Information maintained by the Association.
- 4.2 If the Association becomes aware that a Security Breach may have occurred, it shall promptly conduct a good-faith investigation to determine the likelihood that Personal Information has been or will be misused. Unless the investigation determines that there has been no misuse of such Personal Information – and such misuse is not reasonably likely to occur – the Association shall provide notice to the affected parties in the most expedient time possible, but no later than 30 days after the date on which the Association had sufficient evidence to conclude a security breach took place.
- 4.3 The notice required by section 4.2, directly above, shall be in accordance with C.R.S. § 6-1-716 (as amended).

Part V. Third Party Service Providers

- 5.1 The term "Third-Party Service Provider" means an entity that has been contracted to maintain, store, or process PII, as defined in section 2.1 of this Policy, or Personal Information, as defined in section 4.1(a) of this Policy, on behalf of a covered entity. For example, most community management companies would constitute Third Party Service Providers.
- 5.2 To protect PII, the Association shall require that its Third-Party Service Providers (i.e. management companies) implement and maintain reasonable security practices and procedures that are appropriate to the nature of the PII disclosed to the Third-Party Service Provider and reasonably designed to help protect the PII from unauthorized access, use, modification, disclosure, or destruction.

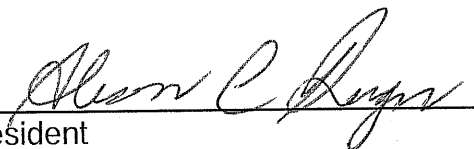
- 5.3 At a minimum, the Association's Third-Party Service Providers' security practices and procedures for protection of PII must meet the requirements set forth for the Association in section 3.2 of this Policy.
- 5.4 The Association shall require that if a Third-Party Service Provider becomes aware of a possible Security Breach, as defined in section 4.1(b) of this Policy, affecting the Association's data, the Third-Party Service Provider shall promptly notify the Association of the potential Security Breach.

Part VI. Miscellaneous

- 5.1 Definitions. Terms that are not defined in this policy are used as defined in C.R.S. §§ 6-1-713, -713.5, or -716.
- 5.2 Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to violation of any covenant, policy, or rule, including, but not limited to, nonpayment of assessments or other amounts.
- 5.3 If a court of competent jurisdiction finds any provision of this Policy to be unenforceable, the other provisions shall remain in full force and effect.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING INVESTMENT OF RESERVE POLICY**

SUBJECT: Adoption of an Investment Policy for reserves of the Association.

PURPOSES: To adopt a policy for the investment of reserve funds.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE
DATE:** _____, 2024

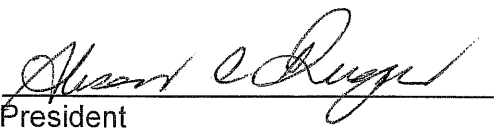
RESOLUTION: The Association hereby adopts a Policy as follows:

1. Scope. 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. 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.
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:
 - 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. Investments costs (redemption fees, commissions, and other transactional costs) should be minimized.
 - D. Diversify. Mitigate the effects of interest rate volatility upon reserve assets.
 - E. Return. Funds should be invested to seek the highest level of return.

4. Limitation on Investments. Unless otherwise approved by the Board, all investments will be FDIC (Federal Deposit Insurance Corporation) insured and/or guaranteed by the United States Government.
5. 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 ladder investment approach.
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.
7. 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.
8. Standard of Care. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.
9. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
11. 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.
12. Amendment. This policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING DOCUMENT RETENTION AND DESTRUCTION POLICY**

SUBJECT: Document Retention and Destruction

PURPOSE: To adopt a Document Retention and Destruction Policy

**EFFECTIVE
DATE:** _____, 2024

RESOLUTION: The following resolution has been adopted by the Association pursuant to Colorado law, the Declaration of Covenants and the Bylaws of the Association at a regular meeting of the Board of Directors.

SECTION 1 - Introduction

- 1.1 **Scope.** This Document Retention and Destruction Policy applies to **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** (hereinafter the "Association"), the Association Manager, and the Association's Board of Directors.

The documents maintained by the Association's legal counsel are not subject to this Document Retention and Destruction Policy.

- 1.2 **Purpose.** This Document Retention and Destruction Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's Documents (the "Documents"). This Document Retention and Destruction Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements.

1.3 **Policy.**

- A. It is the Association's policy to maintain complete and accurate Documents. Documents are to be retained for the period of their immediate use unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy.
- B. Documents that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner.
- C. The Association Manager is responsible for ensuring that Documents

within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.

- 1.4 **Compliance.** This Document Retention and Destruction Policy is not intended to be all inclusive, and accordingly must be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.
- 1.5 **Board Members.** The Association does not require Board Members to maintain any Documents. Board Members in their discretion may dispose of Documents generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board Members receive Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board Members shall send the originals of such Documents to the Association Manager to be maintained in the Official Files. Documents created by Board members for their own use as a member of the Board of Directors, including but not limited to notes, drafts, emails, summaries, etc. are not Documents of the Association and should be destroyed by the Board Member once an Association Document is produced or within six months of creation, whichever is sooner, unless otherwise provided herein. E-mail discussions among Board members shall be copied to and saved by the Association Manager pursuant to this policy. No Board Member shall disclose or provide any Document to any owner outside of the Board of Directors. Directors shall direct Owners to make a formal request to the Association pursuant to its inspection of records policy.
- 1.6 **Annual Purge of Files.** The Association Manager shall conduct an annual purge of files. The annual purge of files shall be completed within the first quarter of each calendar year.
- 1.7 **Destruction Procedure.** All Documents to be purged or destroyed pursuant to this Document Retention and Destruction Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.
- 1.8 **Certification.** Following the annual purge of files, the Association Manager shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines. Each Board Member shall complete a Certification Letter annually stating that all documents created by him/her have been destroyed pursuant to Paragraph 1.5.
- 1.9 **Miscellaneous.** There may be an immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the

Official Files of the Association.

- 1.10 **Onset of Litigation.** At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved notwithstanding anything in this policy to the contrary.

Therefore, at the direction of legal counsel the Association Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the "hold" period will cease and the time periods provided in the Document Retention and Destruction Guidelines will recommence.

SECTION 2 - Definitions

- 2.1 **Current.** "Current" means the calendar year in which the Document was created, obtained or received.
- 2.2 **Document.** "Document" means any documentary material that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM. The Documents, as defined in this policy, may encompass more records than those which are available for inspection by Owners pursuant to the Association's Inspection of Records Policy. Not all Documents may be records of the Association as that term is defined in the Inspection of Records Policy and Colorado law, and therefore may not be subject to inspection by Owners.
- 2.3 **Association Manager.** Association Manager means the Manager of the Association.
- 2.4 **Official Files.** "Official Files" means the files of the Association maintained by the Association Manager.

Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.

- 2.5 **Permanent.** "Permanent" means that the retention period for that Document is permanent.

- 2.6 **Termination.** "Life + 4 years" means four years beyond the termination of the relationship, contract or coverage.

SECTION 3 - Document Retention and Destruction Guidelines

The Association's Documents are grouped into five functional categories as set forth below. Although every conceivable Document is not listed, the following list should indicate to which subcategory a particular Document relates.

1.	<u>Accounting Records</u>	<u>Retention Period</u>
	Accounts Payable	7 years
	Accounts Receivable	7 years
	Audit Reports	Permanent
	Chart of Accounts	Permanent
	Depreciation Schedules	Permanent
	Expense Records	7 years
	Financial Statements (Annual)	Permanent
	Fixed Asset Purchases	Permanent
	General Ledger	Permanent
	Inventory Records	7 years
	Loan Payment Schedule	7 years
	Federal and State Tax Returns	Permanent
2.	<u>Bank/Financial Records</u>	<u>Retention Period</u>
	Bank Reconciliation	2 years
	Bank Statements	7 years
	Deposit Tickets	6 years
	Cancelled Checks	7 years
	Cash Receipts and Cash Disbursement Journals	7 years
	Owner Ledgers	While owner owns a home in the community + 7 years


	Electronic Payment Records	7 years
	Audit Reports	Permanent
	Personal Property Tax Returns	Permanent
	Budgets	1 year
	Reserve Study	Retain current plan at all times
3.	<u>Corporate Records</u>	<u>Retention Period</u>
	Board Minutes	Permanent
	Committee Minutes	Permanent
	Member Meeting Minutes	Permanent
	Bylaws, Articles and CC& R's	Permanent
	Rules and Regulations	Permanent
	Policies and Guidelines	Permanent
	Record of actions of the Board of Directors or Members without a Meeting (for example, records of made decisions by the Board via e-	Permanent
	E-mail communications among Board members directly related to and resulting in a decision made by the Board outside of a meeting.	1 year
	General e-mail discussions among the Board which do not result in any decision being made outside of a meeting	6 months
	Record of Waivers of Notices of Meetings of Members, Board of Directors or Committees	Permanent
	Board Resolutions	Permanent
	Business Licenses	Permanent
	Contracts	Life +7 years or warranty period if longer
	Correspondence from Legal Counsel	Permanent

	Insurance Policies	Life + 4 years
	Leases/Mortgages	Permanent
	Patents/Trademarks	Permanent
	Bids, Proposals	Permanent
	Homeowner Records	Permanent
	Vendor Invoices	7 years
	Written Correspondence between Association and Vendors	7 years
	Photographs	7 years
	Periodic Reports Filed with the Secretary of State	1 year
	Videotapes and Audiotapes of Board Meetings	Until minutes approved
	Proxies and Ballots (generally) (unless otherwise provided herein)	One year after the election, action, or vote to which they relate
	Proxies and Ballots for Document Amendments	Permanently
	Deeds, Easements and Other Real Property Records	Permanently
4.	<u>Employee Records, if any</u>	<u>Retention Period</u>
	Benefits Plans	Permanent
	Personnel Files	7 years
	Employment Applications	3 years
	Employment Taxes	7 years
	Payroll Records	7 years
	Pension/Profit Sharing Plans	Permanent
5.	<u>Real Estate Records</u>	<u>Retention Period</u>
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Lease Payment Records	Life + 4 years
	Real Estate Purchases	Permanent
6.	<u>Owner Communications</u>	<u>Retention Period</u>

	Written Communications to all Owners generally (including meeting or other notices sent via e-mail, facsimile and regular mail)	6 years
7.	<u>Individual Member Files</u>	<u>Retention Period</u>
	Correspondence to Members individually (not including enforcement letters)	As long as Member owns +4 years
	Enforcement Letters (including covenant violation letters and violation letters and delinquency letters)	As long as Member owns +4 years
	Owner Complaints (written)	As long as Member owns +4 years
	Architectural requests and any responses from the Association regarding Requests	Permanently
	Any Correspondence between Association and Members not otherwise listed	As long as member owns + 4 years
8.	<u>Miscellaneous</u>	<u>Retention Period</u>
	Miscellaneous Documents (not otherwise listed herein)	At Board's discretion

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024 and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING FLAGS AND SIGNS**

SUBJECT: Adoption of a policy to be followed for the placement of signs and flags within the Association

PURPOSE: To provide guidance for the placement of flags and signs within the Association consistent with C.R.S. § 38-33.3-106.5.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE: _____, 2024

RESOLUTION: The Association hereby adopts the following Policy and Procedures:

I. Scope

- 1.1 This policy applies to the placement of flags and signs within **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** ("Association") and the process required for approval of the placement of signs and flags.
- 1.2 This policy applies to owners, guests, invitees, employees, contractors, consultants, temporaries, and others who desire to place flags or signs within the Association, including all personnel affiliated with third parties. This policy applies to all flags or signs placed within the Association.

II. Definitions

- 2.1 "Flag" means a piece of cloth or similar material with an image or distinctive design that is used as a symbol, as a signaling device, or as a decoration.
- 2.2 "Sign" means a notice that is publicly displayed giving information or instructions in a written or symbolic form.
- 2.3 "Flagpole" means a pole for flying a Flag.
- 2.4 "Commercial" means concerned with or engaged in commerce, and/or intended to make a profit, and/or intended to advertise.

- 2.5 "Advertisement" means a notice or announcement in any medium or form which promotes a product, service, or event, or publicizes a job vacancy, or any person or thing regarded as a means of recommending something.

III. Policy

- 3.1 House Bill 21-1310 makes certain amendments to C.R.S. § 38-33.3-106.5, effective September 7, 2021. Pursuant to these amendments, the Association may regulate Flags and Signs within the Association as follows:
- 3.2 Flags: The Association may adopt reasonable content-neutral rules to regulate the number, location, and size of Flags and Flagpoles.
- 3.3 Signs: The Association may establish reasonable content-neutral Sign regulations based on number, placement, and size of the Signs or on other objective factors.
- 3.4 The Association may prohibit Flags and Signs bearing Commercial messages.

IV. Flags and Flagpoles

- 4.1 No more than one Flag per Unit/Lot is permitted at any time. The placement of any Flag must be entirely within the Unit/Lot boundary. The Flag may not be more than 3 feet by 5 feet. Flags must be flown from an approved Flagpole or other approved method of fixation.
- 4.2 The size and location of any Flagpole that is permanent in nature must be submitted to the Architectural Review/Control Committee and be approved by the Association prior to installation.
- 4.3 Flags are prohibited on the Common Area except as approved by the Association.
- 4.4 Flags bearing Commercial messages or Advertisements are prohibited anywhere in the Association.
- 4.5 All local, state, and federal rules, regulations, and laws apply to any flag displayed throughout the Association.

V. Signs

- 5.1 No more than one Sign is permitted on any Lot/Unit at any time. The placement of any Sign must be located within the Unit/Lot boundary.

- 5.2 Signs are limited to a maximum size of twenty-four inches by thirty-six inches or smaller if local city, town or county ordinances require.
- 5.3 Signs are prohibited on Common Area unless approved by the Board.
- 5.4 Signs bearing Commercial messages are prohibited anywhere in the Association.
- 5.5 All local, state, and federal rules, regulations, and laws apply to any Sign displayed throughout the Association

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024, and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President

**RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE
REGARDING POLICY AND PROCEDURE FOR COLLECTION OF UNPAID
ASSESSMENTS**

SUBJECT: Adoption of a policy and procedure regarding the collection of unpaid assessments.

PURPOSE: To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

AUTHORITY: The Declaration, Articles of Incorporation, and Bylaws of **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** and Colorado law.

**EFFECTIVE
DATE:** _____, 2024

RESOLUTION: **THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE** ("Association") hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

The resolution adopted is as follows:

House Bill 22-1137 adds new requirements for Common Interest Communities when collecting delinquent accounts. It is in the best interest of the Association to adopt a policy incorporating the new requirements so as to minimize the Association's loss of assessment revenue.

Article XVI, Section 16.2, of the Declaration grants the Association the power to enforce the provisions of the Declaration;

The Association's documents authorize, and the Colorado Common Interest Ownership Act requires, the Board of Directors to adopt rules, procedures, and resolutions for carrying out its duties, and to enforce such rules, procedures, and resolutions,

IT IS RESOLVED that the Association will enforce the Articles, Declaration, Bylaws, and Rules subject to the following procedure:

1. **Due Dates.** The monthly installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each month of each year. Assessments or other charges not paid in full to the

Association within fifteen (15) days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within fifteen (15) days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.

2. **Receipt Date.** The Association shall post payments on the day that the payment is received in the Association's office.

3. **Late Charges on Delinquent Installments.** The Association shall impose on a monthly basis a \$25.00 late charge for each Owner who fails to timely pay a monthly installment of the annual assessment within fifteen (15) days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 8% per annum on the amount owed for each Owner who fails to timely pay a monthly installment of the annual assessment within fifteen (15) days of the due date.

4. **Personal Obligation for Late Charges.** The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

5. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a return check fee, not to exceed \$20.00, 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 charge 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 Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) 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 installment of the annual assessment is not timely made within fifteen (15) days of the due date.

6. **Service Fees.** In the event the Association incurs any type of service fee including but not limited to fees for certified mail, return receipt requested, fees for posting

documents at the Owner's property, document interpretation or any other type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.

7. **Language of Correspondence.** The Association will send all correspondence in English unless the owner notifies the Association in writing that the owner prefers correspondence from the Association to be in a language other than English. If an owner notifies the Association of its preferred language in writing, the Association will send all correspondence in the preferred language of the owner.

8. **Preferred Contact.** The Association will send all correspondence to the Owner at their address within the Association unless an Owner identifies another person or address to serve as a designated contact for the Owner to be contacted on the Owner's behalf for purposes of collections. If an Owner notifies the Association of its designated contact, the Association will send all correspondence and notices to both the Owner and the Owner's designated contact. The Owner must identify the designated contact to the Association in writing and provide three forms of contact including, a mailing address, email address, and phone number for the designated contact. The Owner is responsible at all times to notify the Association in writing of any changes to the designated contact or the designated contact's contact information.

9. **Methods of Contact.** When sending an Owner or designated contact a Delinquency Notice in accordance with Section 11 of this Policy, the Association shall 1) send all correspondence by certified mail, return receipt requested, 2) physically post a copy of the notice of delinquency at the Owner's unit within the Association, and 3) contact 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

10. **Record of Contacts Regarding Delinquencies.** The Association 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. For the purpose of this Section 10, "contacts" shall include all contacts by the Management Company.

11. **Collection Process.**

- (a) After an installment of an annual assessment or other charges due to the Association becomes fifteen (15) days delinquent, the Board of Directors or Management Company shall send a written notice of the delinquency ("Delinquency Notice") to the Owner. The Delinquency Notice shall include the following:

- (i) The total amount due to the Association along with an accounting of how the total amount was determined;
- (ii) Whether the Owner may enter into a payment plan, the minimum terms of the payment plan mandated, and instructions for contacting the Association to arrange for and enter into a plan;
- (iii) A name and contact information for an individual the owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt;
- (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the owners right to vote if permitted in the Bylaws or Declaration;
- (v) Whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges;
- (vi) If the delinquency concerns unpaid assessments, a statement that unpaid assessments may lead to foreclosure;
- (vii) A description of the steps the Association must take before the Association may take legal action against the unit owner, including a description of the Association's cure process; and
- (viii) A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, being all civil actions in which the debt, damage or value of the personal property claimed by either the plaintiff or the defendant exclusive of interest and costs, does not exceed seven thousand five hundred dollars (\$7500.00), including such civil penalties as may be provided by law, including all actions in tort where damages do not exceed seven thousand five hundred dollars (\$7500.00), and including injunctive matters for which the association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other Governing Documents of the Association.

(b) After a monthly installment of an annual assessment or other charges due to the Association becomes 90 days delinquent, the Association shall turn the account over to the Association's attorney for collection in accordance with Section 20 below. Upon receiving the delinquent account, the Association or the Association's attorneys may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such

judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

(c) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

12. Monthly Statements. In addition to sending a Delinquency Notice in accordance with Section 11 of this Policy, the Association shall send an itemized list of all Assessments to each Owner who has any outstanding balance owed to the Association on a monthly basis, by first class mail and by e-mail if the Association has the relevant e-mail address of the Owner. The monthly statement shall be in English or in any language for which the Owner has indicated a preference for correspondence and notices.

13. Collection Procedures Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	1st day of the month due
Past Due Date (date payment is late if not received on or before that date)	Fifteen days after due date
Delinquency Notice (notice that late charges and interest have accrued, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after 15 days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after 90 days after due date

The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

14. Payment Plans.

(a) Any Owner who becomes delinquent in payment of assessments after August 9, 2022 and whose account is not currently with the Association's attorney or a collection agency for collection action on August 9, 2022, may enter into a

payment plan with the Association, which plan shall be for a minimum term of eighteen (18) months or such other term as may be approved by the Board of Directors.

(b) Under the repayment plan, the Owner may choose the amount to be paid each month so long as each payment must be in an amount of at least twenty-five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00).

(c) Such payment plan shall be offered to each owner in writing at least thirty (30) days prior to the Association referring any account to an attorney or collection agency for collection action.

(d) Prior to referring any account to an attorney or collection agency, the Owner must either 1) decline the payment plan by providing no response or otherwise; or 2) after accepting the repayment plan, fail to pay at least three (3) of the monthly installments within thirty (30) days after the monthly installments were due.

(e) In the event the Owner declines a payment plan or fails to pay three (3) monthly installments within thirty (30) days after the monthly installments are due in accordance with Section 14(d), or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing regular assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

(f) An Owner who has entered into a payment plan under this section may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan without penalty.

15. Application of Payments.

(a) If an Owner who has both unpaid assessments and unpaid fines, fees, or other charges makes a payment to the Association, including payment made pursuant to a repayment plan, the Association shall apply the payment first to the assessments owed and any remaining amount of the payment to the fines, fees, or other charges owed.

(b) Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien

fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

16. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account, including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

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

18. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property at no cost. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

19. 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 and/or Management Company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.

20. Referral of Delinquent Accounts to Attorneys. The Association may refer a Delinquent account to a collection agency or attorney only if a majority of the Executive Board votes to refer the matter in a recorded vote at an executive or closed meeting. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance, or is written off. The attorney, in consultation with the Board of Directors and/or Management Company, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, 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, upon approval by the Association's Board of Directors;

(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.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

21. 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 the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who 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.

22. Rental Interception. To the extent permitted by the Declaration, the Association may, without a court order, notify the tenant of any unit where the Owner is delinquent in the payment of assessments, pursuant to the Declaration and Colorado law, that rents shall be paid to the Association effective immediately and continue until such time as the Owner's account is current. Such notice shall be in writing to the tenant and the Owner. All funds received by the Association from the tenant shall be credited to the Owner's account as set forth herein.

23. 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 consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

24. 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.

25. Communication with Owners whose Accounts have been turned over to the Attorney. All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. Neither the Manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

26. Communication by Owners. Owners may communicate with the Association in

any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.

27. **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.

28. **Credit Report.** In the event an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Owner acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.

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

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

31. **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.

32. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Association, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on _____, 2024, and in witness thereof, the undersigned has subscribed his/her name.

THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

By: 
Its: President