

# *Hillsboro Condominium Owners Association, Inc.*

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**RESOLUTION OF THE  
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC. REGARDING POLICIES  
AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT**

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**SUBJECT:** Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

**PURPOSE:** To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

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

**EFFECTIVE DATE:** **April 1, 2016**

**RESOLUTION:** The Association hereby adopts the following procedures to be followed when enforcing the Covenants and Rules of the Association:

**Violation Reports:** Reports regarding alleged violations may be reported by any 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) by submission of a written and signed Report (emails are acceptable).

**Reports:**

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

**Investigation:** Upon receipt of a Report by the Association, if additional information is needed, the Report may be returned to the Reporter or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

1. Initial Warning Letter. If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 10 days from the date of the letter to come into compliance. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined later in this policy. In such event, the procedure outlined in that paragraph shall be followed.

2. Continued Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 10 days of the initial warning letter or any subsequent letter, this will be considered a second or subsequent violation for which a fine may be imposed following notice and opportunity for a hearing. Second and subsequent letter(s) shall then be sent to the alleged Violator, explaining the nature of the violation, the proposed fine to be imposed, providing the opportunity for a hearing. The letter(s) shall further state that the alleged Violator is entitled to a hearing on the merits of the matter and shall provide the alleged Violator 14 days within which to request a hearing be scheduled. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined later this policy. In such event, the procedure outlined later shall be followed.

3. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within 14 days of the date of the Notice of Alleged Violation. In lieu of a request for a hearing, the Owner may submit a written response to the Notice of Alleged Violation for the Board's consideration within 14 days of the date of the Notice. The request for hearing or other written response shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. If a hearing is requested, the Board shall notify the Owner of the date, time and place of the hearing by regular and certified mail. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the 14 day period, the Board shall determine if there was a violation based upon the information available to it (including any written response submitted by the Owner), and if so, assess a reasonable fine as set forth in the fine schedule, within a reasonable time after expiration of the 14 day period. Such determination and decision may be made outside of a Board meeting pursuant to the procedure set forth in the Bylaws. The Board of Directors shall give written notice of said fine to the applicable Owner.

4. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker".

An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's Covenants, Conditions, and Restrictions, including architectural requirements, and other Rules and Regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

**5. Hearing.** At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Reporter nor the alleged Violator is required to be in attendance at the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Report, results of the investigation and such other credible evidence as may be presented at the hearing.

Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 14 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

**6. Failure to Attend Hearing.** If the alleged Violator fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Report, results of the investigation, and any other available information. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

**7. Notification of Decision.** The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Reporter within 14 days of the hearing.

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

First violation	Warning letter
Second violation (of same covenant or rule)	Up to \$50.00
Third violation (of same covenant or rule)	\$50.00
Fourth violation (of same covenant or rule)	Up to \$100.00
Fifth violation (of same covenant or rule)	\$100.00
Sixth and subsequent violations (of same covenant or rule)	\$100.00

Notwithstanding the above, in the event of a violation of the pet rules, the fine to be imposed, after notice and the opportunity for a hearing, as provided herein, shall be \$250 per violation.

Fifth and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing four or more violations in a twelve month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney for appropriate legal action.

Repetitious Violations. Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than 1 day, nor more than 90 days, the result of which is a pattern of violations of the same covenant or rule restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of 10 days from each violation for the alleged Violator to come into compliance. A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series stating the amount of the fine to be imposed (pursuant to the Fine Schedule in Paragraph 10), and giving notice and an opportunity for a hearing. The Board shall individually consider each violation for which a hearing is held, but is permitted to combine any and all hearings requested for Repetitious Violations on one date.

**Examples of Repetitious Violations include**, but are not limited to repeatedly or continually violating the noise restriction in the Declaration, repeated or continually cooking outdoors on a balcony or patio. In each one of these examples, the Owner will receive a warning letter on the first instance of the violation. On the second instance of the violation, the owner will receive a fine letter for up to \$50.00, and notice and

opportunity for a hearing.

On the third instance of the violation, the owner will receive a \$50.00 fine letter and notice and opportunity for a hearing, and so on. Note that if the violation is a violation of a pet rule or regulation, the fine shall be \$250 per violation. If hearings are requested, the Board may set them all on the same date.

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

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

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

**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.

**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.

**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 Hillsboro Condominium Owners Association, Inc., a Colorado nonprofit corporation, 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 March 28, 2016, and in witness thereof, the undersigned has subscribed his/her name.

**HILLSBORO CONDOMINIUM  
OWNERS ASSOCIATION, INC.,**  
a Colorado nonprofit corporation,

By:   
Marilynn Baldwin, President

**RESOLUTION  
OF THE  
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
REGARDING PROCEDURE FOR CLAIM SUBMISSIONS TO THE ASSOCIATION'S  
INSURANCE CARRIERS AND ALLOCATION OF DEDUCTIBLES**

**SUBJECT:** Adoption of a procedure for claim submissions to the Association's insurance carriers and the allocation of the Association's deductible.

**PURPOSE:** To adopt a policy regarding the procedure for claim submissions to the Association's insurance carrier and regarding the allocation of the Association's deductible.

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

**EFFECTIVE  
DATE:** March 1, 2015

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

The following resolution has been adopted by the Hillsboro Condominium Owners Association, Inc. (the "Association") pursuant to Colorado law, at a regular meeting of the Board of Directors.

1. **PROPERTY AND GENERAL LIABILITY CLAIMS OF THE ASSOCIATION.** The following procedures shall be followed by the Board for property and general liability claims of the Association:
  - a. The Board shall consult with its insurance agent to determine (1) whether there is coverage for the claim; and (2) if coverage exists, whether to submit a claim under its policies by balancing the benefits conferred to the Association under the policy with the costs associated with the claim to the Association.
  - b. If coverage exists, then: (1) In the event that the Board determines that it is in the best interests of the Association to submit a claim under its insurance policies, the Board shall follow the procedures set out in the insurance policies. The Board may notify directly affected Owners of the filing of a claim; or

(2) In the event Board determines that it is not in the best interests of the Association to submit a claim under its insurance policies, the Association shall still be obligated to complete repair of the damages to property, out of existing Association funds, in a reasonable time, as if a claim had been made and adjusted as claimed, subject to the following.

2. **CLAIMS ON BEHALF OF OWNERS.** If an occurrence is made known to an Owner that results in damages or injury to an Owner or an Owner's Unit which may come within the Association's coverage as required in Declaration or under Colorado law, the following procedures should be followed by the Owner:
- a. The Owner(s) shall promptly notify his or her personal insurance carrier of the damage.
  - b. In the event the Owner determines it is in the Owner's best interests to submit a claim under the Owner's insurance policies, the Owner shall follow the procedures set out in those insurance policies describing the insured's duties in the event of an occurrence, claim, or suit.
  - c. The Association may require the Owner to provide copies of the claim the Owner may make to his/her own carrier, as well as copies of the adjustment or determination of that carrier as a condition before the Owner makes any claim on the Association's policies.
  - d. In the event the subject matter of the claim may fall within the Association's insurance responsibilities under the Declaration or Colorado law, the Owner shall promptly notify the Association of the damage by providing written notice to the Managing Agent setting forth the following:
    - (i) Owner's home address and phone number and Unit address, if different;
    - (ii) The time, place and circumstances of the event;
    - (iii) Identification of damaged property; and
    - (iv) The names and addresses of the injured and witnesses, if applicable.
  - e. The Board shall then make a determination as to whether the occurrence or claim consists of damages for which the Owner or the Association is responsible for insuring under the Declaration. The Association shall so notify the Owner in writing of its determination within 15 days of written notification of the damage to the Association.



- f. If the Board determines, in its sole discretion, that the subject matter of the claim is within the Association's insurance obligations, the Board may submit a claim to the Association's insurance carrier on behalf of the Owner in accordance with the requirements of the insurance policy, and as provided above.

**3. RESPONSIBILITY FOR PAYMENT OF DEDUCTIBLE AMOUNT.**

If the damage is in excess of the Association's deductible, whether the Board, in its discretion, chooses to submit a claim under the Association's insurance policy or not, or if the damage is below the Association's deductible, the payment of the deductible amount for claims that the Association is responsible for insuring, shall be as follows:

- a. **Common Elements:** The Association shall pay or absorb the deductible for any work, repairs or reconstruction for damage to Common Elements or for damages to Units that would be the maintenance responsibility of the Association in the absence of insurance, unless said damage is caused by the negligent or willful act or omission of an Owner, his family, Guests, tenants, contractors or other persons or parties acting with the consent of any of the foregoing, in which case the Association may seek reimbursement of the deductible amount from such Owner as an assessment under the Declaration.
- b. **Units/Owner Maintenance.** The Owner shall pay or absorb the deductible for any loss to the Unit that would be the responsibility of the Owner in the absence of insurance unless:
  - (i) The loss is caused by the negligent or willful act or omission of an Owner or an Owner's family, Guests, tenants, contractors or other persons or parties acting with the consent of any of the foregoing, in which case, that Owner shall be responsible for the deductible; or
  - (ii) The damage is caused by Common Elements located outside of the Unit, including without limitation, broken water pipes, sewer lines or other utilities, in which case the Association shall be responsible for the deductible.

4. **RESPONSIBILITY FOR OWNERS' ACTIONS.** In all cases where damage is caused by the negligent or willful act or omission of an Owner, or his family, Guests, tenants, contractors or other persons or parties acting with the consent of any of the foregoing, as determined by the Board of Directors in its sole discretion, the Association may seek reimbursement of any such damages which are not recovered from insurance proceeds, including not only the deductible amounts under the Association's insurance policies, but any amount of such damages not otherwise recovered and for which the Association may be held responsible under its governing documents. Such amounts shall be collected in the same manner as assessments.
5. **DEFINITIONS.** Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
6. **SUPPLEMENT TO LAW.** The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
7. **DEVIATIONS.** The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
8. **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 Hillsboro Condominium Owners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on February 23, 2015 and in witness thereof, the undersigned has subscribed his name.

**HILLSBORO CONDOMINIUM OWNERS  
ASSOCIATION, INC.**

a Colorado non-profit corporation,

By: *Marilyn J. Baldwin*  
President

**RESOLUTION  
OF  
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
REGARDING POLICY AND PROCEDURES 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 Association and Colorado law.

**EFFECTIVE  
DATE:**

JANUARY 1, 2014

**RESOLUTION:** The Association hereby adopts the following policy:

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Board of Directors has retained an attorney with experience in representing homeowner associations in collections and other matters. The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association:

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. Assessments or other charges not paid in full to the Association within 10 days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within 10 days of the due date shall incur late fees and interest as provided below. Assessments or other charges not paid in full to the Association within 30 days of the due

date shall incur 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 \$20.00 late charge for each Owner who fails to timely pay his/her monthly installment of the annual assessment within 10 days of the due date. For any subsequent month(s), if the Owner's balance on the 10<sup>th</sup> of such subsequent month(s) is more than the amount of one month's installment of the annual assessment (not including garage assessments), an additional late charge of \$20.00 shall be imposed. These late charges shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of 18% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the annual assessment within 30 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 monthly installment of the annual assessment is not timely made within 10 days of the due date.

6. Service Fees. In the event the Association incurs any 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. Payment Plan. Any Owner who becomes delinquent in payment of assessments after January 1, 2014 and whose account is not currently with the Association's attorney or a collection agency for collection action on January 1, 2014, may enter into a payment plan with the Association, which plan shall be for a minimum term of 6 months or such other term as may be approved by the Board of Directors. Such payment plan shall be offered to each owner prior to the Association referring any account to an attorney or collection agency for collection action. In the event the Owner defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing 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.

8. 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.

9. Application of Payments. 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.

10. Collection Process.

(a) After an installment of an annual assessment or other charges due to the Association becomes more than 10 days delinquent, the Management Company shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. The Association's notice, at a minimum, 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 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.

(b) After an installment of an annual assessment or other charges due to the Association becomes more than 40 days delinquent, the Management Company shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.

(c) After an installment of an annual assessment or other charges due to the Association becomes more than 70 days delinquent or the balance reaches \$350.00 (including regular, special and/or garage assessments), the manager shall activate collection actions including but not limited to, turning over accounts to collection agencies or the Association attorney. A lien shall be filed at this time. If turned over to the Association's attorney, upon receiving the delinquent account, the Association's attorney may 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.

(d) 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.

11. 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.

12. 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)	10 days after due date
First Notice (notice that late charges and interest have accrued, required disclosures of the Association and the availability of a payment plan if applicable)	10 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien)	Any time after 40 days after due date
Delinquent account	Any time after 70 days



turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	after due date or the balance reaches \$350.00 (including regular, special and/or garage assessments)
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The attorney is to consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a \$0.00 fee. However, if the account has been turned over to the Association's attorney, such request may be handled through the attorney.

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

15. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

16. Referral of Delinquent Accounts to Attorneys. 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 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.

17. 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.

18. Rental Interception. The Association may, without 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 owners account as set forth herein.

19. 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 a resolution in form and substance as is attached hereto.

20. 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.

21. Communication with Owners. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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 on NOVEMBER 26, 2013 and in witness thereof, the undersigned has subscribed his/her name.

**HILLSBORO CONDOMINIUM OWNERS ASSOCIATION,  
INC.,**  
a Colorado nonprofit corporation,

By: *Maribynn J. Baldwin*  
Its: President

## Document Retention and Destruction Policy

**SUBJECT:** Document Retention and Destruction

**PURPOSE:** To adopt a Document Retention and Destruction Policy

**EFFECTIVE DATE:** January 28, 2013

**RESOLUTION:**

The following resolution has been adopted by the Association pursuant to Colorado law, the Declaration for Hillsboro Condominiums 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 Hillsboro Condominium Owners Association, Inc. (hereinafter the "Association"), the Association Manager, and the Association's Board of Directors. The Association shall strive to maintain complete records. However it is understood that the Association may not have complete records due to incomplete transfer of documents from the Association's developer, prior management companies or prior Board members.

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. 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, accurate and high quality 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. 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.

#### 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.

#### 1.9 **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 currently under contract.

#### **2.4 Official Files**

"Official Files" means the files maintained by the Association Manager of the Association.

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

"Term + 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	4 years
Account Receivable	4 years
Audit Reports	Permanent
Chart of Accounts	Permanent
Depreciation Schedules	Permanent
Expense Records	4 years
Financial Statements (Annual)	Permanent
Fixed Asset Purchases	Permanent
General Ledger	Permanent
Inventory Records	4 years
Loan Payment Schedule	4 years
Federal and State Tax Returns	Permanent



2.	<b><u>Bank/Financial Records</u></b>	<b><u>Retention Period</u></b>
	Bank Reconciliation	2 years
	Bank Statements	4 years
	Deposit Tickets	4 years
	Cancelled Checks	4 years
	Cash Receipts and Cash Disbursement Journals	4 years
	Owner Ledgers	While owner owns a home in the community
	Electronic Payment Records	4 years
	Audit Reports	Permanent
	Personal Property Tax Returns	Permanent
	Budgets	1 year
	Reserve Study	Retain current plan at all times (if a reserve study exists)
3.	<b><u>Corporate Records</u></b>	<b><u>Retention Program</u></b>
	Board Minutes	Permanent
	Committee Minutes	Permanent
	Member Meeting Minutes	Permanent
	Bylaws, Articles and CC& R's	Permanent
	Current Rules and Regulations	Permanent
	Policies and Guidelines	Permanent
	Record of Board of Directors or Members without a Meeting (for example, records of decisions made by the Board via e-mail)	Permanent

E-mail communications among Board members directly related to and resulting in a decision made by the Board outside of a meeting.	30 days
Record of Waivers of Notices of Meetings of Members, Board of Directors or Committees	Permanent
Board Resolutions	Permanent
Business Licenses	Permanent
Contracts	Life + 4 years or warranty period if longer
Correspondence from Legal Counsel	Permanent (unless related to a specific Owner's file or account, in which case retain as long as owner owns a home in the community.
Insurance Policies	Life + 4 years
Leases/Mortgages	Permanent
Patents/Trademarks	Permanent
Bids, Proposals	Permanent
Vendor Invoices	4 years
Work orders authorizations	4 years
Photographs	4 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)	1 year after meeting
Proxies and Ballots for Document Amendments	Permanently

	Deeds, Easements and Other Real Property Records	Permanently
4.	<b><u>Employee Records, if any</u></b>	<b><u>Retention Period</u></b>
	Benefits Plans	Permanent
	Personnel Files	4 years after termination of employment
	Employment Applications	3 years
	Employment Taxes	7 years
	Payroll Records	7 years
	Pension/Profit Sharing Plans	Permanent
5.	<b><u>Real Estate Records</u></b>	<b><u>Retention Period</u></b>
	Construction Records	Permanent
	Warranties	Life of the warranty
	Leasehold Improvements	Permanent
	Lease Payment Records	Life + 4 years
	Real Estate Purchases	Permanent
6.	<b><u>Owner Communications</u></b>	<b><u>Retention Period</u></b>
	Written Communications to all Owners generally (including meeting or other notices sent via e-mail, facsimile and regular mail)	3 years
7.	<b><u>Individual Member Files</u></b>	
	Correspondence to Members individually (not including enforcement letters)	As long as Member owns
	Enforcement Letters (including covenant violation letters and violation letters and delinquency letters)	As long as Member owns

Owner Complaints or substantial  
Service requests and responses  
(written)

As long as Member owns

Architectural requests and any  
responses from the Association  
regarding Requests

Permanently

8. **Miscellaneous**

Miscellaneous Documents  
(not otherwise listed herein)

At Board's discretion

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Hillsboro  
Condominium Owners Association, Inc., a Colorado nonprofit  
corporation, certifies that the foregoing Resolution was approved  
and adopted by the Board of Directors of the Association, at a duly  
called and held meeting of the Board of Directors of the Association  
on January 28, 2013 and in witness  
thereof, the undersigned has subscribed his name.

**HILLSBORO CONDOMINIUM OWNERS  
ASSOCIATION, INC.,**  
a Colorado non-profit corporation,

By: Marilyn J. Baldwin  
President

**HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.**

**RESERVE STUDY AND FUNDING POLICIES  
(UNDER HB 1359)**

**SUBJECT  
AND**

**PURPOSES:** Compliance with Colorado law, to adopt policies as required under House Bill 09-1359.

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

**EFFECTIVE  
DATE:** January 25, 2010

**RESOLUTION:** The Association adopts the attached policies (as required under House Bill 09-1359).

IN WITNESS WHEREOF, the undersigned certify that the foregoing was adopted by resolution of the Board of Directors of the Association on this 25th day of January, 2010

**HILLSBORO CONDOMINIUM OWNERS  
ASSOCIATION, INC.,**  
a Colorado nonprofit corporation.

By: 

\_\_\_\_\_  
President

ATTEST:

By: 

Nancy Machetta

Title: Secretary

**HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
RESERVE STUDY POLICY AND RESERVE FUNDING POLICY**

**1. Reserve Study Policy.**

- The Association is not required under the community's governing documents to have a reserve study.
- The Association has determined to establish policies on reserve studies as follows:
  - The Association had a reserve study performed several years ago. The Board of Directors plans to obtain a new reserve study because of changes that may have resulted from the construction defect action against the Declarant.
  - The Association may have any reserve study updated or revised periodically as deemed necessary.
  - Reserve studies are preferred to be performed by a professional reserve study company, but may be performed by the managing agent or another person in whom the Board has confidence.
  - Reserve studies are preferred to be based on a physical examination of the Community by the person preparing the reserve study, but may be performed without a physical examination of the community.

**2. Reserve Funding Policy.**

- The Association has determined to establish policies on reserve funding as follows:
  - Funding for replacement may be based upon the results of the reserve study.
  - Funding for replacement is planned and projected to be from the following sources: (1) cash then on hand, including the operation and the reserve accounts, (2) annual assessments of owners, (3) special assessments of owners, (4) a loan as may be obtained by the Association, and/or (5) any combination of the above.

**RESOLUTION  
OF THE  
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
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:** January 28, 2013

**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 laddered 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 January 28, 2013 and in witness thereof, the undersigned has subscribed his/her name.

**HILLSBORO CONDOMINIUM OWNERS**



**ASSOCIATION, INC,**  
a Colorado nonprofit corporation,

By: Marilyn J Baldwin  
President

**HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
DISPUTE RESOLUTION POLICY AND PROCEDURE**

Effective Date: AUGUST 28, 2006

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic dispute resolution policy and procedure.

The Association hereby adopts the following policies and procedures for dispute resolution:

1. Alternative Dispute Resolution Procedures. Alternative methods of dispute resolution to avoid litigation encouraged by the Board of Directors include negotiation and mediation. The Association encourages Owners or residents with disputes to resolve such disputes without court proceedings. The Association will take reasonable steps to facilitate negotiation or mediation between Owners and/or residents, but will have no responsibility for any costs incurred by the parties to the dispute resolution process. For any step in the dispute resolution process, the parties are not waiving their right to employ legal counsel at their own expense to assist them.

A. Required dispute resolution procedure. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the Association's property manager. The Owner, in such request and at the hearing, must make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's grievance. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than 14 or more than 30 days from the date of receipt of the request. If the dispute cannot be resolved, the parties may utilize the discretionary mediation procedure set forth below, but shall not be required to do so.

B. Discretionary dispute resolution procedures. The procedures set forth below may be used in disputes between Owners and residents. At its discretion, the Board of Directors may utilize the procedures set forth below to resolve disputes with Owners prior to filing litigation.

(i) Negotiation. A request for dispute resolution by negotiation may be initiated by an Owner or the Association. Any such request shall be in writing stating the nature and details of the dispute and shall be personally delivered to the other party. So long as the other party agrees to negotiate, a meeting shall be held between the parties to begin a good faith attempt to negotiate a resolution not less than 14 or more than 30 days of receipt of such request, unless otherwise extended by written agreement. Through negotiation, the parties will communicate directly with each other in an effort to reach an agreement that serves the interests of both parties. Should the dispute pertain to property issues, each party will be granted the right to inspect the alleged defects or problems at a time convenient to everyone involved.

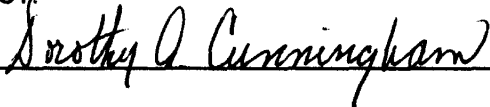
(ii) Mediation. If the dispute is not resolved by negotiation, any party may request in writing that the issue be submitted to mediation. If the parties agree to mediate the dispute prior to seeking other remedies, they shall participate in good faith in the mediation. The role of the mediator is to facilitate further negotiation between the parties. The mediator will not have power to decide how to resolve the dispute but will use recognized, accepted mediation techniques to assist the parties in making that decision. The mediator shall be selected by a consensus of the parties involved within 14 days of the receipt of the request. Any cost of mediation will be shared equally among the parties unless they and the mediator agree otherwise.

IN WITNESS WHEREOF, the undersigned certify that this Dispute Resolution Policy and Procedure was adopted by resolution of the Board of Directors of the Association on this 28<sup>th</sup> day of AUGUST, 2006

HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.,  
a Colorado nonprofit corporation,

By:   
Its: President

ATTEST:

By: 

**RESOLUTION  
OF THE  
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS**

**SUBJECT:** Adoption of a policy and procedures for conducting Owner and Board meetings.

**PURPOSE:** To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

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

**EFFECTIVE DATE:** January 28, 2013

**RESOLUTION:** The Association hereby adopts the following procedures regarding the conduct of meetings, which shall replace in its entirety the Hillsboro Condominium Owners Association, Inc. Conduct of Meetings Policy and Procedure dated August 28, 2006:

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

(a) **Notice.**

(1) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted within the community, if feasible and practicable, at least three days prior to each such meeting, or as may otherwise be required by Colorado law.

(2) If any Owner has requested that the Association provide notice via email and has provided the Association with an email address, via subscribing to the Association's website, the Association shall send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws but in no case less than 24 hours prior to any such meeting.

(b) **Conduct.**

(1) All Owner meetings shall be governed by the following rules of conduct and order:

- (A) The President of the Association or designee shall chair all Owner meetings.
  - (B) All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
  - (C) Anyone wishing to speak must first be recognized by the Chair.
  - (D) Only one person may speak at a time.
  - (E) Each person who speaks shall first state his or her name and Unit address.
  - (F) Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
  - (G) Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
  - (H) 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.
  - (I) Each person shall be given up to a maximum of five minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons addressing the meeting.
  - (J) All actions and/or decisions will require a first and second motion.
  - (K) Once a vote has been taken, there will be no further discussion regarding that topic.
  - (L) So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken shall be kept by the association.
  - (M) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order will be requested to immediately leave the meeting.
  - (N) The Chair may establish such additional rules of order as may be necessary from time to time.
- (c) **Voting.** All votes taken at Owner meetings shall be taken as follows:
- (1) Elections of Board members shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot

holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the Association or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association

(2) All other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot. Notwithstanding the above, such other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

(3) Written ballots shall be counted by a neutral third party, or a committee of not less than three volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting.

(4) The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

(d) **Proxies.** Proxies may be given by any Owner as allowed by C.R.S. 7-127-203.

(1) All proxies shall be reviewed by the Association's Secretary or designee as to the following:

- (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.**

(1) All Board meetings shall be governed by the following rules of conduct and order:

- (A) The President of the Association, or designee, shall chair all Board meetings.

- (B) There shall be an Owner forum at the beginning of each regular Board meeting, which shall be for up to 15 minutes, although the Board may extend this time in its discretion. 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 so indicate at the time of sign in.
- (C) Anyone desiring to speak shall first be recognized by the Chair.
- (D) Only one person may speak at a time.
- (E) Each person speaking shall first state his or her name and Unit address.
- (F) Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them.
- (G) Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed.
- (H) Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
- (I) The Board may impose reasonable and uniform time limits on those speaking. 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, unless time permits otherwise.
- (J) No meeting of the Board may be audio, video or otherwise recorded except by the Board to aid in the preparation of minutes. Minutes of actions taken shall be kept by the Association.
- (K) Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order." Anyone who does not come to order shall be requested to immediately leave the meeting.

(b) **Owner Input.** After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the Directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

- (1) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for

how long each person will be permitted to speak. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.

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

(c) **Board Action Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

(d) **Executive Sessions.** The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:

- (1) Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
- (2) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (3) Investigative proceedings concerning possible or actual criminal misconduct;
- (4) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (5) Review of or discussion relating to any written or oral communication from legal counsel; and
- (6) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.

Prior to holding a closed door session, the President of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above.



No rule or regulation shall be adopted during a closed session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's policy regarding inspection of records.

3. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
4. 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.
5. 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.
6. Amendment. This Policy may be amended at any time by the Board of Directors.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Hillsboro Condominium Owners Association, Inc., a Colorado nonprofit corporation, 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 January 28, 2013 and in witness thereof, the undersigned has subscribed his/her name.

**HILLSBORO CONDOMINIUM OWNERS  
ASSOCIATION, INC.,**  
a Colorado nonprofit corporation

By: Maurice J. Baldwin  
President

**HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
RECORDS INSPECTION POLICY**

Effective Date: August 28, 2006

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic records inspection policy.

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

1. The Association shall maintain, at a minimum, the following records:
  - A. financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Colorado Common Interest Ownership Act;
  - B. minutes of Membership meetings, minutes of Board meetings, a record of all actions taken by the Members or Board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board;
  - C. a record of Members in a form that permits preparation of a list of names and addresses of all Members, showing the number of votes each Member is entitled to vote ("Membership list");
  - D. the Articles of Incorporation, Declaration, Covenants, Bylaws, rules and regulations, and resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members;
  - E. written communications within the past three years to Members generally as Members;
  - F. a list of the names and business or home addresses of its current directors and officers;
  - G. its most recent annual report, if any; and
  - H. all financial audits or reviews conducted pursuant to the Colorado Common Interest Ownership Act during the immediate preceding three years.
2. Records shall be made reasonably available for inspection and copying by a Member or the Member's authorized agent. "Reasonably available" means available during normal business hours upon notice of 5 business days or at the next regularly scheduled meeting, if such meeting occurs within 30 days after the request, to the extent that:
  - A. the request is made in good faith and for a proper purpose;
  - B. the request describes with reasonable particularity the records sought and the purpose of the request; and
  - C. the records are relevant to the purpose of the request.

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

3. A Membership list may not be:
  - A. used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
  - B. used for any commercial purpose;
  - C. sold to or purchased by any person; or
  - D. used for any other purpose prohibited by law.

Any Member requesting a Membership list shall be required to sign the agreement attached to this policy indicating that he/she will not use the list for the purposes stated above.

4. Upon receipt of a request, the Association shall make an appointment with the Owner, at a time convenient to both parties, to conduct the inspection. Unless otherwise agreed, all records shall be inspected at the management company's office. All appointments for inspection will be limited to 4 hours. If additional time is needed, another appointment will be made within 1 week, at a time convenient to both parties.

5. At the discretion of the Board of Directors or Manager, records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board.

6. During inspection, an Owner may designate pages to be copied with a paperclip, post-it note, or other means provided by the Association. Copies will be made at a cost based on the standard schedule of fees charged by the Association's management agent, which charges shall include retrieval costs for off-site files. The Owner shall be responsible for paying the total copying cost prior to receiving the copies.

7. Records may not be removed from the office in which they are inspected without the express written consent of the Board.

8. The following records will not be available for inspection without the express written consent of the Board:

- A. documents which are privileged or confidential between attorney and client or which concern pending or imminent court proceedings;
- B. documents related to investigative proceedings concerning possible or actual criminal misconduct;
- C. documents which, if disclosed, would constitute an unwarranted invasion of individual privacy;
- D. documents which the Association is prohibited from disclosing to a third party as a matter of law; and
- E. inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.

9. The Association may pursue any Owner for damages or injunctive relief or both, including reasonable attorney fees, for abuse of inspection and copying rights, including use of any records for a purpose other than that stated in the Owner's request.

IN WITNESS WHEREOF, the undersigned certify that this Records Inspection Policy was adopted by resolution of the Board of Directors of the Association on this 28<sup>th</sup> day of AUGUST, 2006

HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.,  
a Colorado nonprofit corporation

By:   
Its: President

ATTEST:

By: Dorothy A. Cunningham

**HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.**

**REQUEST FOR ACCESS TO ASSOCIATION RECORDS**

Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Pursuant to state law and the Association's Records Inspection Policy, I hereby request that Hillsboro Condominium Owners Association, Inc. provide access to the records of the Association. I understand that upon receipt of this request, the Association will set an appointment with me during regular business hours.

1. The records that I wish to review are (attach a separate piece of paper if necessary):

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

2. I certify that my request to review the records of the Association is for a proper purpose related to my Membership in the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my purpose for wanting to review the records of the Association is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. I acknowledge and accept the Association's records inspection policy. I acknowledge and accept that the records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with providing copies of these documents for me. I agree to pay any costs associated with copying these documents. In the event the records provided to me by the Association are used for any improper purpose, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT REGARDING USE OF THE MEMBERSHIP LIST FOR  
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.**

Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

I have requested a copy of the Membership list for Hillsboro Condominium Owners Association, Inc.

The list shall be used only for the following purpose(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that under the terms of Colorado law, the Membership or voting list, or any portion thereof, may not be obtained or used for any purpose unrelated to my interests as a Member of the Association. I further understand and agree that without limiting the generality of the foregoing, the Membership list, or any portion thereof, may not be:

- A. Used to solicit money or property unless such money or property will be used solely to solicit votes of the Members in an election held by the Association;
- B. Used for any commercial purpose;
- C. Sold to or purchased by any person; or
- D. Used for any other purpose prohibited by law.

In the event the list is used for any improper purpose, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Understood and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by:

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION  
OF THE  
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
ADOPTING POLICIES AND PROCEDURES  
REGARDING BOARD MEMBER CONFLICTS OF INTEREST**

**SUBJECT:** Adoption of a policy and procedure regarding Director conflicts of interest and a code of ethics.

**PURPOSE:** To adopt a policy and procedure to be followed when a Director has a conflict of interest to ensure proper disclosure of the conflict and voting procedures and to adopt a code of ethics for Directors.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law, including but not limited to C.R.S. §38-33.3-209.5.

**EFFECTIVE  
DATE:**

January 28, 2013

**RESOLUTION:** The Association hereby adopts the following policy and procedure regarding Director conflicts of interest and code of ethics, which shall replace in its entirety the Hillsboro Condominium Owners Association, Inc. Conflict of Interest Policy, dated August 28, 2006:

1. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.

2. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations.

3. Definition.

(a) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a

Director of the Association is a director or officer or has a financial interest.

(b) "Director" means a member of the Association's Board of Directors.

(c) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

4. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

5. Disclosure of Conflict. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the interested Director shall not take part in the discussion and shall leave the room during the discussion and vote on the matter. Notwithstanding the foregoing, a majority of the disinterested Board members may ask the interested Director to remain during any portion of the discussion and/or vote, provided that the interested Director does not vote. The minutes of the meeting shall reflect the disclosure made, the composition of the quorum and record who voted for and against.

6. Enforceability of Conflicting Interest Transaction.

(a) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

(b) The facts about the conflicting interest transaction are disclosed or the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

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



7. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

(a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

(b) No contributions will be made to any political parties or political candidates by the Association.

(c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

(d) No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

(e) No Director shall receive any compensation from the Association for acting as a volunteer.

(f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

(g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.

(h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.

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

(j) Any Director convicted of a felony shall voluntarily resign from his/her position.

(k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.

(l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

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

9. 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.

10. 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.

11. Review of Policy. The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.

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 Hillsboro Condominium Owners Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association on January 28, 2013 and in witness thereof, the undersigned has subscribed his/her name.

**HILLSBORO CONDOMINIUM OWNERS  
ASSOCIATION, INC.**

By: Marilynn J. Baldwin  
Its: President

**HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.  
ADOPTION AND AMENDMENT PROCEDURE**

Effective Date: January 1, 2006

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic procedure to amend and adopt policies, procedures and rules.

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

1. Definitions:
  - A. A policy is a course or principle of action adopted to guide the Board of Directors.
  - B. A procedure is an established or official way of conducting a course of action.
  - C. A rule is defined as a regulation or requirement governing conduct or behavior.
2. Policies and procedures, in general, shall govern the activities of the Board of Directors in the operation of the Association.
3. Rules, in general, shall govern the use of property within the community and the behavior of residents and/or their guests while in the community.
4. The Board of Directors shall have the authority to adopt policies, procedures and rules to the extent they do not conflict with the Declaration, Articles of Incorporation, and Bylaws of the Association.
5. The Board shall have authority to adopt and amend those policies and procedures which govern Association operation. Such policies and procedures shall be adopted at an open Board meeting and documented in the minutes or in a formal resolution.
6. The Board may adopt rules and regulations regarding enforcement and governing the use of Common Elements and Units. Prior to adopting final rules, the Board may send notice of a proposed rule to all owners and allow for a period of comment. Rules, once adopted, shall be delivered or mailed to all owners and shall be effective 5 days following delivery or mailing.

IN WITNESS WHEREOF, the undersigned certify that the Amendment Procedure was adopted by resolution of the Board of Directors of the Association this 23rd day of

January, 2006

HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.,  
a Colorado nonprofit corporation,

By:   
Its: President

ATTEST:

By: 