

**THREE SPRINGS RESIDENTIAL ASSOCIATION
POLICY AND PROCEDURE
REGARDING CONFLICTS OF INTEREST**

Adopted March 16, 2016

The following resolution has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, at a meeting of the Board of Directors ("Board") to establish a policy and procedure for handling conflicts of interest by Board members.

RECITALS

A. The Board wishes to avoid self-dealing, actual or apparent, in its administration of the Association.

B. The Board wishes to adopt requirements for Board members in order to assure sound management of the Association.

NOW, THEREFORE, BE IT RESOLVED that the following shall apply:

Requirements Upon All Board Members.

1. All Board members shall exercise their power and duties in good faith and in the interest of, and with utmost loyalty to the Association and Owners. All Board members shall comply with all lawful provisions of the Association's Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations.
2. Any duality of interest or possible conflict of interest on the part of any Board member shall be disclosed to the other Board members at the first meeting of the Board at which the interested Board member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Board meeting at which the disclosure of the conflict or possible conflict of interest is made.
3. The Board shall follow the provisions of Section 7-128-501, Colorado Revised Statutes, in handling conflicts. Such statute provides as follows:

"7-128-501. Conflicting interest transaction.

- (1) As used in this section, "conflicting interest transaction" means: A contract, transaction, or other financial relationship between a nonprofit corporation and a director of the nonprofit corporation, or between the nonprofit corporation and a party related to a director, or between the nonprofit corporation and

an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest.

- (2) No loans shall be made by a corporation 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 corporation for the amount of such loan until the repayment thereof.
- (3) No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the nonprofit corporation, solely because the conflicting interest transaction involves a director of the nonprofit corporation or a party related to a director or an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest or solely because the director is present at or participates in the meeting of the nonprofit corporation's board of directors or of the committee of the board of directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the director's vote is counted for such purpose if:
 - i. The material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or
 - ii. The material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereof; or
 - iii. The conflicting interest transaction is fair as to the nonprofit corporation.
- (4) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors

or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

- (5) For purposes of this section, a “party related to a director” shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the director or a party related to a director has a beneficial interest, or an entity in which a party related to a director is a director, officer, or has a financial interest.”
4. Any breach or suspected breach of this resolution by a Board member shall be brought to the attention of the remaining Board members for appropriate action.
5. If the remaining Board members by a majority vote determine that a breach of this resolution has occurred, it may impose sanctions upon the interested Board member as appropriate and reasonable. If the breach is determined by a majority vote of the remaining Board members to be knowingly and willfully committed, the Board may accept the breach as the interested Board member's resignation from the Board.

From the date of adoption of this resolution set forth above, all Board members shall serve subject to the requirements of this resolution.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado non-profit corporation

By:  _____
President

**THREE SPRINGS RESIDENTIAL ASSOCIATION POLICY AND PROCEDURE
ENFORCEMENT OF THE DECLARATION, BYLAWS,
OR RULES AND REGULATIONS**

Adopted March 16, 2016

The following policy and procedure has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, for enforcement of the Association's governing documents.

1. **Notice of Alleged Violation.** Notice of Alleged Violation of any provision of the Declaration, Bylaws, or Rules and Regulations shall be provided to the applicable Owner as soon as reasonably practicable following receipt of a complaint by the Association's Board of Directors ("Board") of such violation. The Board may also, at its option, provide a copy of such Notice to any non-owner violator. The Notice shall describe the nature of the violation and shall further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

2. **Service of Notices.** Service of all notices required or permitted to be given hereunder shall be made as follows:
 - (i) **If to an Owner and/or Lessee:** By personal delivery to the Owner and/or Lessee; or by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner and/or Lessee as contained in the Association's records.

 - (ii) **If to the Association:** By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing.

Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

3. **Request for Hearing.** If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, the Owner must request such hearing, in writing, within thirty (30) days from receipt of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation. If a hearing is not requested within the thirty (30) day period, the Board shall determine if there was a violation, and if so, may assess a reasonable fine within the guidelines contained in this Policy and Procedure within sixty (60) days of the expiration of the thirty (30) day period. The Association's managing agent shall give notice of said assessment to the applicable Owner as provided in the Association's

governing documents or this Policy and Procedure. Unless otherwise provided in the Association's governing documents, the fine assessment is due and payable immediately upon receipt of notice of the fine assessment.

4. **Board to Conduct Hearing.** The Board shall hear and decide cases set for hearing pursuant to these Policies and Procedures. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings.
5. **Conflicts.** Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Board prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.
6. **Hearing.** The Board shall inform the Owner of the scheduled time, place and date of the hearing, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Alleged Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. Neither the complaining parties nor the Owner must be in attendance at the hearing. However, the decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all members of the Association.
7. **Decision.** After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within ten (10) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the members of the hearing board present at the hearing. The Board may also issue and present for recording with the County Clerk and Recorder, a Notice of Finding of Violation. Upon satisfactory compliance with the Association's governing documents, the Notice of Finding of Violation may be released by the Association issuing and recording a Release of Notice of Finding of Violation.
8. **Fine Schedule.** Unless otherwise provided in the Rules and Regulations, any violation of the Declaration, Bylaws, or Rules and Regulations may subject the Owner to a reasonable fine assessment imposed by the Association as follows:

Notice of Violation: Written warning letter or posting of notice.

Fines shall be determined by the hearing board for each finding of a violation based on the type, severity, repetition and circumstances of each violation based on the following guidelines:

First time or minor violations	between \$25 and \$75
Repeated minor violations	between \$50 and \$100
Repeated or flagrant violations	between \$100 and \$500

Fines may not exceed \$500.00 for any one finding of a violation.

In the event of a continuing violation, a daily fine may be levied if, and only if, the Board performs a daily inspection to verify the violation is continuing.

Notwithstanding any provision of this fine schedule or Policies and Procedures, the Association may use any legal means available at any time to enforce the terms of the Declaration, Bylaws, Rules and Regulations, Architectural Guidelines, or any other governing document of the Association.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado non-profit corporation

By:  _____
President

**THREE SPRINGS RESIDENTIAL ASSOCIATION
POLICY AND PROCEDURE
INSPECTION AND COPYING OF ASSOCIATION RECORDS**

Adopted March 16, 2016

The following policy and procedure has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, at a meeting of the Board of Directors ("Board").

1. **Inspection of Association Books and Records by Owners.**

(a) **Records Required.** The Association shall maintain a copy of each of the following records at its principal office:

- (1) The Association's current Articles of Incorporation, Declaration, Covenants, Bylaws, rules and regulations, responsible governance policies adopted pursuant to Section 38-33.3-209.5, C.R.S., and other policies adopted by the Board of Directors;
- (2) The Association's most recent annual report delivered to the secretary of state, if any;
- (3) Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- (4) Minutes of all meetings of Owners and the Board of Directors, a record of all actions taken by Owners or the Board of Directors without a meeting, and a record of all actions taken by any committee of the Board of Directors;
- (5) Written communications among, and the votes cast by, Board of Directors members that are:
 - (i) Directly related to an action taken by the Board of Directors without a meeting pursuant to Section 7-128-202, C.R.S.; or
 - (ii) Directly related to an action taken by the Board of Directors without a meeting pursuant to the Association's bylaws;
- (6) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Owners;
- (7) Ballots, proxies, and other records related to voting by Owners for one (1) year after the election, action, or vote to which they relate;
- (8) A record of all waivers of notices of meetings of Owners or of the Board of Directors or any committee of the Board of Directors;
- (9) All written communications within the past three (3) years to all Owners generally as Unit owners;
- (10) A list of the names, electronic mail addresses, and physical mailing addresses of the current Board of Directors members and officers;

- (11) The names of Owners in a form that permits preparation of a list of the names of all Unit Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote;
- (12) The Association's most recently published financial statements;
- (13) All financial records of the Association for the past three (3) years, including the following:
 - (i) Operating budgets adopted by the Board of Directors for the past three (3) years;
 - (ii) Annual financial statements, showing in reasonable detail the Association's assets, liabilities and results of its operations for the past three (3) years;
 - (iii) Monthly statements for the past three (3) years showing the Association's income, expenses, assets and liabilities; and
 - (iv) Detailed records of receipts and expenditures affecting the operation and administration of the Association for the past three (3) years;
- (14) Tax returns of the Association for the past seven (7) years, to the extent available;
- (15) Financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316 (8), C.R.S., concerning statements of unpaid assessments, including a ledger for each Unit showing the current account balance;
- (16) All financial audits or reviews conducted pursuant to Section 38-33.3-303(4)(b) during the immediately preceding three (3) years;
- (17) The Association's most recent reserve study, if any;
- (18) A copy of all insurance policies currently owned by the Association;
- (19) Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two (2) years; and
- (20) Records of claims for construction defects and amounts received pursuant to settlement of those claims.

(b) Request to Inspect. Subject to subsections (c), (d), (e), (f) and (g) of this section, all records maintained by the Association shall be available for examination and copying by a Unit Owner or the Owner's authorized agent. The Association may require Owners to submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled executive board meeting if the meeting occurs within thirty (30) days after the request. The Association shall not condition the production of records upon the statement of a proper purpose.

(c) Membership Lists. Notwithstanding the foregoing subsections of this section 6.11, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Unit Owner's interest as a Unit owner without consent of the Board of Directors. Without the consent of the Board of Directors, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely

to solicit the votes of the Owners in an election to be held by the Association, used for any commercial purpose or sold to or purchased by any person.

(d) Confidential Documents. Records maintained by the Association may be withheld from inspection and copying to the extent that they are or concern:

- (1) Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
- (2) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
- (3) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- (4) Disclosure of information in violation of law;
- (5) Records of an executive session of the Board of Directors or an executive board thereof; or
- (6) Individual units other than those of the requesting owner.

(e) Private Information. Records maintained by the Association are not subject to inspection and copying, and must be withheld, to the extent that they are or concern:

- (1) Personnel, salary, or medical records relating to specific individuals; or
- (2) Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

(f) Copying of Records. The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records. If a member requests copies of Association documents which are not in the possession of the Association, the member is responsible for whatever fees and costs are imposed by the entity (CPA, attorney, etc.) holding such records for copy and related costs, including but not limited to labor, materials and postage. If a member requests a copy of an Association document which must be retrieved from archives, compiled, generated, certified, or authenticated in any way, the member is responsible for all fees and costs incurred in the retrieval, compilation, generation, certification, or authentication and reproduction (copying) of the requested document(s), including but not limited to labor, materials, and postage. A right to copy records under this section includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the Unit Owner. The Association shall not be obligated to compile or synthesize information in connection with a records request. Association records and the information contained within those records shall not be used for commercial purposes.

(g) Miscellaneous.

- (1) At the discretion of the Board of Directors, certain records may only be inspected in the presence of a Board of Directors member.
- (2) None of the Association's records may be removed from the Association's office without the express written consent of the Board of Directors.
- (3) If an Owner requests to inspect records, the Association may photocopy or scan the requested records and provide them to the Owner in lieu of the Owner's inspection of the records if consented to by the Owner.
- (4) The Association shall not be obligated to compile or synthesize information in connection with a records request.
- (5) Association records and the information contained within those records shall not be used for commercial purposes.
- (6) The rules, regulations, and restrictions contained within this Policy and Procedure do not pertain to an Officer, Director or Board of Directors-appointed committee member of the Association to the extent the use or copying of Association records is necessary to discharge his or her duty or obligation as an Officer, Director or committee member.
- (7) The provisions of this Policy and Procedure shall be in addition to and in supplement of the terms and provisions of the Declaration and Colorado law.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado nonprofit corporation

By:  _____
President

**THREE SPRINGS RESIDENTIAL ASSOCIATION
POLICY AND PROCEDURE
INVESTMENT OF RESERVE FUNDS**

Adopted March 16, 2016

The following policy and procedure has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, for investment of the Association's reserve funds.

PURPOSE

The purpose of this policy is to institute proper guidelines for the ongoing management of the Association's investment of its reserve funds.

INVESTMENT OBJECTIVES

The principal represents the reserve funds for maintenance, repair, and replacement of those items for which the Association is responsible and that must be periodically maintained, repaired, or replaced. Reserve funds are to be invested in a manner that assures maximum safety and appropriate liquidity and, secondarily, maximizes yield within such constraints. The investment objectives are, in order of priority, as follows:

1. Preservation and safety of principal;
2. Liquidity to meet expected and unexpected expenditures; and
3. Maximization of yield.

INVESTMENT RESPONSIBILITIES

The Board of Directors has sole authority to approve and amend, alter or otherwise make changes to the investment policy. Any modifications to this policy shall be in writing and approved by the Board.

The Board shall have direct control with regard to opening appropriate bank accounts and establishing safekeeping accounts or other arrangements for the custody of securities and execute such documents as may be necessary. The Board may employ the service of a qualified investment advisor to direct a portion or all of the investment activities of the Association consistent with guidelines set forth in this investment policy.

The Board will monitor ongoing investment activities to ensure proper liquidity is being provided and that the investment strategy is consistent with the Association's objectives. The Board of Directors shall review investment performance no less than quarterly.

INVESTMENT GUIDELINES

A. Eligible Investments

The portfolio will be limited to the following investments:

1. Certificates of deposit (CDs);
2. Money market deposit accounts;
3. Money market funds; and
4. U.S. treasuries and U.S. treasury zero coupons.

B. Maturity Limits

1. No individual investment may exceed 2 years in maturity; and
2. The weighted average maturity of the portfolio will not exceed 1 year. The company must structure its investment portfolio in order to meet anticipated cash requirements.

C. Strategy

Investments shall be structured so they mature in successive years allowing the Association to minimize the interest rate risk.

D. Custodian

Investments will be held in custodial accounts with approved banks or financial institutions federally insured either through FDIC or the US Government, with no more than \$250,000.00 held in any one bank.

PROCEDURES

1. Transfers of budgeted additions to reserves shall be made on a monthly basis;
2. A quarterly report of earnings shall be prepared by management, financial advisor, or the treasurer and presented at a Board meeting;
3. Two Board member signatures must be required to withdraw funds from investment accounts. An exception may be made for transfers between accounts of the Association so long as both accounts require two Board member signatures for withdrawals of funds; and
4. In addition to any requirements provided by the Association's governing documents, the Association shall obtain coverage by fidelity insurance as required by the Act to protect the Association from loss due to theft for any person with access to its investments.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado nonprofit corporation

By:  _____
President

**THREE SPRINGS RESIDENTIAL ASSOCIATION
POLICY AND PROCEDURE
ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES**

Adopted March 16, 2016

The following policy and procedure has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, for adoption and amendment of policies, procedures and rules.

1. Adoption or amendment of any policy, procedure or rule shall be performed only at a meeting of the Board of Directors open to all Members or their representatives.
2. The Board members shall consider the following criteria when adopting or amending a policy, procedure or rule:
 - a. Reasonableness and necessity;
 - b. Impact does not create separate groups of Members;
 - c. Clear and unambiguous;
 - d. Reasonably relates to the preservation, protection and enhancement of property values; and
 - e. Consistent with the Association's governing documents and applicable federal, state, and local statutes or regulations.
3. Adoption or amendment of any policy, procedure, or rule and regulation requires an affirmative vote of a majority of Board members in attendance at the meeting.
4. Any policy, procedure, or rules and regulations shall be effective fifteen days after notice of the adoption or amendment of any policy, procedure, or rule and regulation is provided to Members by one of the following methods: (a) posting on the Association's website if Members have been given notice of the website address by first-class mail or email; (b) on a literature table or binder at the association's office; (c) first-class mail; or (d) personal delivery.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado nonprofit corporation

By:  _____
President

**THREE SPRINGS RESIDENTIAL ASSOCIATION
COLLECTION POLICY AND PROCEDURE**

Adopted March 16, 2016

The following policy and procedure has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, for collection of unpaid assessments.

1. Due Date. The annual assessment as determined by the Board and as allowed for in the Declaration and Colorado statutes shall be due and payable in semi-annual installments in January and July of each calendar year. Payment is due thirty days after the date of each assessment invoice. Assessments or other charges not paid to the Association with such thirty days shall be considered past due and delinquent.
2. Late Charge and Interest Imposed. Any Assessment or installment thereof not paid when due shall be deemed delinquent, and the Board shall assess a Late Charge of ten dollars (\$10.00) for that semi-annual assessment or installment if the amount due remains unpaid. The delinquent assessment shall bear interest from the due date until paid at the annual rate of interest that is the lesser of (i) five percentage points above the prime rate of interest charged by the Association's bank, or such other rate as shall have been established by the Board of Directors, and (ii) the maximum rate permitted by the Act or other applicable law. The applicable interest rate on such delinquent amounts shall be determined on a daily basis.
3. Return Check Charges. In addition to any and all charges imposed under the Declaration, Colorado statutes, or this policy, a fifty dollar (\$50.00) fee or other amount deemed appropriate by the Board 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. 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 property 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, Colorado statutes, Rules and Regulations or this policy. If two (2) or more of an Owner's checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.
4. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and Colorado statutes, 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, and shall be charged as an assessment against the Owner's account.

5. Application for Payments Made to the Association. All payments received on the account of any Owner shall be applied in the following order: (a) any and all attorney fees, legal fees and costs incurred for collection of assessments or for Owner's failure to comply with provisions of the Association's Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, including lien fees; (b) fines, late charges and interest; (c) returned check charges, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Colorado statutes, Rules and Regulations, or this policy; and (d) assessments due or to become due with respect to each Owner.
6. Collection Letters.
 - a. 30 Days Delinquent. After an assessment, or other charge due the Association, becomes past due for thirty (30) days after the date of the assessment notice, the Board may, but shall not be required to, send a "30-day late notice" to the Owner who is delinquent in payment, together with a notice of the assessed \$10.00 Late Charge.
 - b. 60 Days Delinquent. After an assessment, or other charge due the Association, becomes past due for sixty (60) days past the date of the assessment notice, the Board may, but shall not be required to, send a "60-day late notice" to the Owner who is delinquent in payment, together with a notice of assessment of an additional \$25.00 collection fee for such 60-day notice. The 60-day late notice shall state the following:
 - i. The amount past due, including an accounting of how the total was determined;
 - ii. Any and all late fees and interest that have accrued and that will continue to accrue;
 - iii. The name and contact information of the person the Owner should contact to obtain a copy of the ledger for the Owner's account;
 - iv. That failure to take action and to cure the delinquency within 30 days may result in the account being turned over to the Association's attorneys for collection, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's Unit, and/or other remedies available under Colorado law; and
 - v. That within 30 days the Owner may contact the Association to enter into a payment plan for the past-due assessments and other amounts past due.

- c. 90 Days Delinquent. After an assessment, or other charge due the Association, becomes past due for ninety (90) days after the assessment notice, the Board may, but shall not be required to, send a demand letter advising the Owner that the delinquent account will be referred to the Association's attorney for collection, or for any other alternative means of collection, if not paid within 10 days after the date of such letter, and that the Association may thereupon file a Notice of Assessment Lien against the Owner's Unit(s) and take further legal action upon a simple majority vote of the Board of Directors. The Association may assess an additional \$50.00 collection fee for such 90-day demand letter.
7. No Response to 90-day Demand Letter. If the Owner has failed to respond to the 90-day demand letter and has not requested a payment plan, or has requested a payment plan and then defaulted on such plan, the Association may, but shall not be required to, refer the delinquent account to its attorneys, who shall immediately send a further demand letter giving the Owner 30 days to respond, by either paying the total past-due amount or requesting a payment plan if none was previously entered into. If the Owner fails to respond to such letter within such 30-day period, the attorneys shall file a lawsuit against the Owner and shall file a Notice of Assessment Lien (or an amended Notice of Assessment Lien if one was previously filed and the amount due has changed) against the Owner and/or subject Unit in the amount due, including but not limited to all legal fees, collection fees, late fees and accrued interest. The Association may charge the delinquent Owner a \$75.00 flat fee for turning over the delinquent account to the attorneys and for all additional correspondence with the attorneys. The Owner shall be responsible for payment of all collection fees, lien fees and legal fees incurred. All further charges will be billed to the delinquent Owner.
8. Referral of Delinquent Accounts to Attorneys. 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. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.
9. Payment Plan. If an Owner contacts the Association within 90 days after the date of an assessment notice or notice of another charge, the Owner shall be entitled to enter into a payment plan for the past due assessments and other charges. The payment plan must allow the Owner to pay off the delinquent assessments and other charges in no less than six (6) equal monthly installments. The Association may charge a reasonable fee to administer the payment plan. The Association may take additional action against an Owner if the Owner fails to comply with the terms of the payment plan. An Owner's failure to remit a payment as agreed, remain current with the regular assessments during the payment plan, and/or comply with other agreed upon terms shall constitute a failure to comply with the terms of the payment plan. Notwithstanding the above, the Association shall not be obligated to enter into a

payment plan with an Owner who has previously entered into a payment plan with the Association. The Association shall also not be obligated to enter into a payment plan with an Owner who does not occupy the property and who acquired the property through foreclosure.

10. Appointment of a Receiver. The Board may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments. 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.
11. Judicial Foreclosure. The Board may choose to foreclose on the Association's lien in lieu of or in addition to suing an Owner in county court 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 in obtaining payment, or other circumstances favor such action.
12. Waivers. The Board may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.
13. Ongoing Evaluation. Nothing in this policy shall require the Board to take specific actions at a specific time but the Board shall not take any action in less than the time stated herein for a particular action. The Board has the option and right to continue to evaluate each delinquency on a case by case basis, as determined by a simple majority vote of the Board of Directors.
14. Foreclosure Deferment. Upon receipt of any request for a payment plan or waiver of fees by any Owner, the Association shall refrain from advancing such Owner and such Owner's Unit any further through the collections process until such time as the Board of Directors has rendered a decision on such request and/or determined through a simple majority vote to proceed with collections. The Association may choose to instruct its attorneys to foreclose on the Association's lien or to seek the appointment of a receiver in lieu of or in addition to suing an Owner for a money judgment. Notwithstanding the foregoing, no foreclosure action shall be initiated unless the (1) the balance of the assessments and charges secured by the Association's lien equals or exceeds six (6) months of common expense assessments based on a periodic budget adopted by the Association and (2) the Board of Directors has formally resolved, by a recorded vote, to authorize the filing of such legal action against the specific Unit on an individual basis. The Board of Directors may not delegate such duty to act as described in the previous sentence to any attorney, insurer, manager, or other person.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado nonprofit corporation

By:  _____
President

**THREE SPRINGS RESIDENTIAL ASSOCIATION
POLICY AND PROCEDURE
CONDUCT OF MEETINGS**

Adopted March 16, 2016

The following policy and procedure has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, for conduct of meetings.

MEMBERS MEETINGS

1. Meetings of the Members shall be held at such times and locations as may be provided in the Association's governing documents or by applicable Colorado statutes, but at least once annually.
2. Notice of Members' meetings shall be distributed as may be provided in the Association's governing documents or by applicable Colorado statutes.
3. The Association's Board of Directors shall determine the agendas for Members meetings, subject to any requirements in the Association's governing documents, and distribute such agendas with notices of the meetings.
4. The President of the Association's Board of Directors or such other person as may be designated by the President, shall preside over Members meetings.
5. Items of business and/or discussion must be presented by Motion and such Motion seconded, prior to discussion.
6. Any person not in compliance with the following rules of conduct, may be ejected from the meeting:
 - a. No one may speak until called upon by the chairperson to do so;
 - b. Only one person may speak at a time;
 - c. Personal attacks or abusive language will not be tolerated; and
 - d. Only the chairperson may interrupt a speaker and then only for purposes of limiting the time of the discussion or due to personal attacks or abusive language.
7. Voting by Members to fill positions on the Board of Directors shall be by secret ballot. Any other matter put before the assembly for a vote may be by any means acceptable to the assembly or by secret ballot if requested.
8. Unless otherwise provided by the Association's governing documents or by

applicable Colorado statutes, the affirmative vote required for the election of Directors shall be the candidates receiving the largest number of votes. Unless otherwise provided by the Association's governing documents or by applicable Colorado statutes, the affirmative vote required for the passage of any other matter put before the assembly for a vote shall be fifty-one percent (51%) of those voting.


BOARD MEETINGS

1. Meetings of the Board of Directors shall be held at such times and locations as may be provided in the Association's governing documents or by applicable Colorado statutes.
2. Notice of Board of Directors Meetings shall be distributed as may be provided in the Association's governing documents or by applicable Colorado statutes.
3. The Board members may create agendas for Board meetings, but are not required to do so. To the extent that an agenda is created for a Board meeting, it shall be provided to Owners requesting a copy of same.
4. The President of the Association's Board of Directors or such other person as maybe designated by the President, shall preside over Board meetings.
5. For each matter upon which the Board anticipates taking action, a motion must be made stating the proposed action, followed by discussion. Owners who are not Board members may not participate in such discussion unless requested by a majority vote of the Board to do so.
6. At an appropriate time as determined by the Board, but prior to vote on the Motion by the Board members, any Owner or their designated representative may request to be heard on the matter discussed.
 - a. Persons wishing to speak shall enter their names on a list of speakers;
 - b. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue;
 - c. Speakers will be called upon to speak in the same order in which they entered their names;
 - d. No one may speak until called upon by the chairperson to do so;
 - e. Only one person may speak at a time;
 - f. Each person shall have three (3) minutes to speak, unless the Board permits otherwise;
 - g. Personal attacks or abusive language will not be tolerated; and
 - h. Only the chairperson may interrupt a speaker and then only for purposes of limiting the time of the discussion or due to personal attacks or abuse.

7. Board meetings shall be open to attendance by all members of the association or their representatives.
8. The members of the Board may hold a closed door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting for discussion of the following:
 - a. Matters pertaining to employees of the Association or the Managing Agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
 - b. 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;
 - c. Investigative proceedings concerning possible or actual criminal misconduct;
 - d. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and
 - e. Review of or discussion relating to any written or oral communication from legal counsel.
9. 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.
10. 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.
11. 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.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado nonprofit corporation

By: 

President

**THREE SPRINGS RESIDENTIAL ASSOCIATION
POLICY AND PROCEDURE
REGARDING DISPUTES BETWEEN THE ASSOCIATION AND UNIT OWNERS**

Adopted March 16, 2016

The following policy and procedure has been adopted by the Three Springs Residential Association ("Association") pursuant to Colorado statutes, for handling disputes between the Association and Unit Owners.

1. In the event that a Unit Owner has a dispute with the Association or the Declarant, the Unit Owner must first give written notice to the Board of such dispute, and must attend a hearing with the Association to discuss amicable resolution of any dispute before that Unit Owner files any lawsuit against the Association, the Board, any Director, or any agent of the Association. The Unit Owner shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and to resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Unit Owner's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Unit Owner requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of the receipt of the notice of hearing by the Unit Owner requesting the hearing.

2. In the event that the Unit Owner's issues are not resolved in the hearing, any further dispute between the Residential Association and any Owner, between any Owner and the Declarant, or between the Residential Association and the Declarant, with respect to a matter other than delinquent assessments or enforcement of Design Review Committee decisions, shall be submitted to arbitration in Durango, Colorado under the supervision, rules, and procedures of the American Arbitration Association then in effect and in accordance with the provisions of the Uniform Arbitration Act set forth as Part 2 of Article 22 of Title 13, Colorado Revised Statutes, as modified herein. The arbitration panel shall consist of one (1) arbitrator unless one of the parties to the arbitration demands a panel of three (3) arbitrators.

a. Disputes between Unit Owners that are not regulated by the Declaration shall not be subject to this dispute resolution process.

3. Discovery in such arbitration will be conducted in accordance with the Colorado Rules of Civil Procedure, except that all discovery must be completed within one hundred eighty (180) days after selection of the arbitrators.

4. If the parties to the dispute are unable to agree on the selection of three (3) arbitrators, then the American Arbitration Association will select and implement a method for selection of the arbitrators. The decision of the arbitrators in such cases will be final and binding.

5. The cost of the arbitration proceedings, including reasonable attorneys' fees and expenses of the parties, will be paid by the party(ies) which is not or are not the substantially prevailing party(ies) in the arbitration proceedings (in equal shares, if there are more than one such non-prevailing parties). In any arbitration hereunder, the arbitrators will determine, in addition to any matters submitted by the parties, which party(ies) is or are the substantially prevailing party(ies). The prevailing party(ies) will be the party(ies) who prevail(s) on substantially more of the matters submitted to arbitration, including, without limitation, claims, defenses, remedies, and amounts of damages sought, than any of the other party(ies) to the arbitration. However, all parties to the arbitration shall share equally in all fees required to be paid to the American Arbitration Association and/or the arbitrators, subject to reimbursement of such fees to the prevailing party(ies) from the non-prevailing party(ies).


6. Notwithstanding any other provisions of this Residential Declaration, the Articles of Incorporation, or Bylaws of the Residential Association, or any Association Rules of the Residential Association, any action or arbitration brought by the Residential Association in which it seeks to recover an unspecified amount of damages or damages in excess of Twenty-Five Thousand Dollars (\$25,000) shall first be approved by the vote of the Members holding at least seventy-five percent (75%) of the voting power of the Residential Association.

- a. All costs and fees to be incurred in connection with such action shall be described in a budget which is approved by the vote of the Members holding at least seventy-five percent (75%) of the voting power of the Residential Association at the same time as the required vote of the Members is obtained to bring the action.
- b. Any expenditure in excess of such approved budget shall be approved as an amendment to the budget, which is approved by the same percentage vote of the Members.
- c. The proposed litigation budget and a summary of the claims to be asserted in the action shall be mailed to all of the Members, with a notice of the meeting, describing the purpose of the meeting, at least thirty (30) days prior to the date of the meeting.
- d. The costs and fees incurred in connection with such action shall be assessed against all of the Owners, other than the Owner against whom any such action is proposed, as a special assessment.
- e. Such costs and fees shall not be paid from Annual Assessments, Transfer Fees, Working Capital Fees, Design Review Fees, or other Special Assessments.
- f. The Association may not bring an action for breach of warranty or other claims that did not arise out of a violation of the provisions of this Residential Declaration.

The foregoing requirements shall not apply to any action brought by the Residential Association to collect assessments from Members or to obtain injunctive relief in connection with a violation of the provisions of this Residential Declaration, whether or not the Residential Association seeks to recover its costs of suit and attorneys' fees.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Three Springs Residential Association, a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors and in witness thereof, the undersigned has subscribed his/her name.

THREE SPRINGS RESIDENTIAL ASSOCIATION,
a Colorado nonprofit corporation

By:  _____
President