



Townhomes Homeowners Association

**POLICIES
AND
PROCEDURES
(Governance Rules)**

(Adopted: May 13, 2015)

Managing Agent
c/o Bennett-Shellenberger Realty, Inc.
1710 E. Pikes Peak Avenue, Suite 200
Colorado Springs, CO 80909-5745
(719) 471-1703
FAX (719) 471-1707
propertymgr@camelsridgehoa.com

TABLE OF CONTENTS

Introduction	3
Definitions	3
Association Policies	4
1. Independent Contractors.	4
2. Association Committees.	4
3. Association Insurance Coverage	4
4. Association's Maintenance Responsibilities.	5
5. Homeowner's Maintenance Responsibilities.	6
6. Association Irrigation System Policy.	7
7. Living Unit Renovation and Landscaping Policy.	8
Exhibit A - Assessment Collection	9
Exhibit B - Violations and Fines	17
Exhibit C - Records Policy	21
Exhibit D - Disputes Procedures	27
Exhibit E - Adoption and Amendment of Rules	28
Exhibit F - Conflicts of Interest	29
Exhibit G - Annual Report and Disclosure	30
Exhibit H - Meetings	32
Exhibit I - Reserve Studies and Investing Association Reserves	35
Exhibit J - Insurance	37
Document Request Form	43

INTRODUCTION

The Camels Ridge Townhomes Homeowners Association (the “Association”) intends to comply with all applicable federal, state and local laws. Each Owner of a Living Unit in Camels Ridge shall read and comply with all of the Association’s Governing Documents, which collectively include the Association’s recorded Declaration of Covenants, its Articles of Incorporation, its Bylaws, its Association Rules consisting of its Rules and Regulations, its Policies and Procedures, and its Design Guidelines. The Association’s Governing Documents are available at the website:

<http://www.camelsridgehoa.com>

Or by specific request as outlined in this document under Records Policy (Exhibit C herein).

The Association’s Governing Documents, including these Policies and Procedures, shall include those matters required or allowed by the Colorado Common Interest Ownership Act (CCIOA), The Non-Profit Act, and various State Laws. The Association’s Declaration of Covenants, Article IX, grants the Association’s Board of Directors (“the Board”) the power to establish, make, and enforce compliance with such Association Rules as may be necessary for the operation, use, and occupancy of the Properties, together with the right to amend same from time to time.

Because of the frequent and ongoing legislative mandates and new laws, and following the advice of the Association’s management company, Bennett Shellenberger Realty, Inc., the Association Rules have been divided into three separate documents, Policies and Procedures, Rules and Regulations, and Design Guidelines. This allows for more efficient editing of each document as our Legislative Bodies continue their involvement in governing community life.

Policies and Procedures are governance rules which are intended to reflect the governing laws, policies, and procedures of the Association. Rules and Regulations are intended to reflect the use, maintenance, and living environment standards within the community. Design Guidelines are design rules which are intended to establish both specific and general guidelines to assist the Owner in the planning of new construction, renovation, and landscaping projects, and assist the Architectural Control Committee (ACC) in the evaluation of those projects.

These Policies and Procedures, the accompanying Rules and Regulations, and the Design Guidelines collectively comprise the Camels Ridge Townhomes Homeowners Association Rules and revise and replace all previous Association Rules.

DEFINITIONS

Unless the context clearly indicates otherwise, the capitalized terms used in this document shall have the meanings ascribed to them in the Declaration of Covenants. The Camels Ridge Townhomes Homeowners Association, also known as The Camels Ridge Homeowners Association (CRHOA), may be referred to as “the Association”. References herein to the term “Lot” shall mean a platted building site, or portion thereof, within the Property intended to be used for the construction of a “Living Unit” which shall refer to that portion of a building designed and intended for use and occupancy as a residence by a single family. Homeowners of Living Units may be referred to as “Owners”.

ASSOCIATION POLICIES

In order to effectively manage the necessary operations of the Association, the Board has adopted the following operating policies:

1. Independent Contractors. The Board may enter into agreements with independent contractors for the following services or other services as the Board deems necessary:

- A. Association Management. The services of a management firm (the “Managing Agent”) have been contracted to handle the day-to-day enforcement of the Association’s Governing Documents. The Managing Agent is authorized by the Board’s instructions to take those actions necessary to ensure the compliance of all Owners and residents with the standards of the community and its Governing Documents. The Managing Agent may be referred to as the Association Manager.
- B. Legal services. A qualified Law Firm shall assist the Board with the legal matters of the Association.
- C. Maintenance Manager. A qualified maintenance manager shall perform routine maintenance work on the Association’s Common Areas, lawns on Lots, street lights, irrigation system and related work. This work will also include certain exterior repairs to the Living Units, supervision of other maintenance contractors, and any related maintenance duties designated by the Board.
- D. Other Maintenance Services. Qualified companies may perform such maintenance services as mowing and fertilizing of grass on Lots and Common Areas, tree trimming and removal, painting, exterior work on Living Units, seal coating of asphalt drives, snow removal and other necessary services.

2. Association Committees.

- A. Architectural Control Committee (ACC): The ACC shall be comprised of three (3) or more representatives appointed by the Board. At least one Board member shall serve on the ACC. The Committee shall select the ACC Chair.
- B. Other Committees: The Board President may appoint its members and other Owners to serve on such other committees as the Board President deems necessary.

3. Association Insurance Coverage.

The Association’s insurance coverage consists of Commercial General Liability, Crime, Directors and Officers (D&O) Liability, Workers Compensation, Umbrella, and the comprehensive Master Property Policy. *Although the Association insures certain property under the master property policy as described below, that does not mean that the Association is also responsible to maintain that same property. Refer to section 4, Association’s Maintenance Responsibilities and section 5, Homeowner’s Maintenance Responsibilities.*

- A. The Camels Ridge Townhomes Homeowners Association maintains a master insurance policy which covers all Living Units within Camels Ridge. Each Living Unit is insured for full replacement value with no depreciation as long as repairs are completed. This includes permanent attachments inside each Living Unit, and extends to improvements or upgrades made by the Owner. For example, the master policy covers paint, wallpaper, wall-to-wall carpeting, cabinetry, countertops, fireplaces, plumbing fixtures, doors, trim work, wood beams, recessed lighting, and ceiling fans. Also included are appliances that service the Unit such as central air-conditioning, furnace, water heater, garbage disposal, dishwasher, range, refrigerator, washer, and dryer; however, theft of appliances is not covered. The master policy does not cover any personal property.
- B. The current Unit Owner Packet is available from the Managing Agent or on the Camels Ridge HOA website (<http://www.camelsridgehoa.com>). The packet is designed to assist Owners in understanding the insurance coverage provided in the Association's master policy. Certificates of Insurance may be obtained online using the instructions in the Unit Owner Packet.
- C. See Exhibit J of this document for additional Association insurance information.

4. **Association's Maintenance Responsibilities.**

The Association is not responsible for painting, repair, or upkeep of any exterior addition or improvement of a Living Unit made subsequent to the original construction including, but not limited to, new patios, decks, fences, and walls. Further, the Association is not responsible for painting or repair of perimeter and Lot line fences or walls on Lots, or privacy fences or walls between buildings on adjacent Lots. The Association shall only paint surfaces that utilize the same paint material and color as that applied to the main body and trim of the Living Unit with the exception of the mailboxes which shall be painted black or other color as approved by the Board and garage doors (prefinished or painted) shall be of uniform color as approved by the Board.

- A. Exterior of Living Units: The Association is responsible, at the Board's sole discretion, for the following maintenance, repair, and repainting of each Living Unit.
 - 1. Each Living Unit will be repainted periodically on a schedule as deemed appropriate by the Board. Preparation work will immediately precede painting and will include minor repair, scraping, sanding, and caulking as required. Painting will include metal gutters, downspouts, mailboxes, satellite dish antennas, and vent stacks on roofs. Exterior wood surfaces of each Living Unit will be painted to include:
 - a. Doors.
 - b. Deck floors (if paintable).
 - c. Deck railings.
 - d. Mail box pedestals.
 - e. Privacy common/party walls between adjoining units.
 - f. Fences or walls enclosing courtyards and patios.

2. Camels Ridge Design Guidelines require all garage doors to be the same color. The cost of installation and painting (if required) of a newly installed garage door will be the sole responsibility of the Owner. Repainting of garage doors shall be at the discretion of the Board and at Association expense provided the work is completed on the same paint schedule as the exterior of the Living Unit to which the garage door is attached.
 3. Touch up painting on weathered trim and sills as required between regularly scheduled repainting at the discretion of the ACC or Maintenance Manager.
 4. Repair of minor roof leaks, including flashing and vent stacks as required. Determination as to whether a roof or flashing leak is repairable by Association staff will be made by the Board based upon the advice of the Maintenance Manager. If not repairable by Association staff, the Owner is responsible for the repair. Interior damage caused by leaks is always the Owner's responsibility.
 5. Mailboxes and their pedestals as required.
 6. Removal of debris from gutters and downspouts on a schedule determined by the Maintenance Manager and at Owner's request. *The Owner is responsible for clearing blockages of underground drainage lines installed subsequent to original construction.*
 7. Asphalt driveways are seal coated periodically as determined by the Board. *Driveway repair or replacement is the responsibility of the Owner.*
 8. Driveway and sidewalk snow removal begins at the direction of the Maintenance Manager based upon Board policy concerning snow accumulation.
- B. Landscape Maintenance. The landscaping in Camels Ridge compliments the native character of the mesa and relates well to the style of our homes and the Association is dedicated to the preservation of this unique setting. There are three categories of landscape maintenance: Common Areas, irrigated turf grass areas on Lots, and portions of Lots having landscape features and plantings other than turf grass such as flower beds and shrubs. The Association is responsible for:
1. The maintenance of all Common Areas, including those which are irrigated and those which are not irrigated and remain generally in their native condition. Maintenance includes mowing, pruning of trees and shrubs, fertilization, removal of stressed or dead plantings, rodent control, street lights, storm drainage control, and other maintenance which keeps these areas in attractive condition.
 2. The maintenance of all irrigated turf grass areas on all Lots, including timely irrigation, seeding, or replacement of turf grass sod in distressed areas, mowing, fertilizing, rodent and weed control. *Landscape maintenance beneath the drip zone of trees where turf grass will not grow is the Owner's responsibility.*

5. **Homeowner's Maintenance Responsibilities.**

The overriding principal of this section is that all Homeowners are responsible for the maintenance and upkeep (including painting) of any additions made to their Living Unit subsequent to the initial construction.

- A. The Owner is responsible, at Owner's expense, for painting, repair or upkeep of any exterior addition or improvement of a Living Unit made subsequent to the original construction, including but not limited to new patios, decks, fences, and walls. The Owner is also responsible for painting and repair of perimeter and lot line fences or walls on Lots and privacy fences or walls between buildings on adjacent Lots. The paint color will normally be the same as the exterior of the Living Unit and must be approved by the ACC or Board.
- B. All exterior and landscape maintenance, repair, and repainting work not set forth in section 4 above is the responsibility of the Owner at Owner's expense. The ACC or Board may inspect Lots and Living Unit exteriors periodically and may require the Owner to make repairs as needed.
- C. The Owner is responsible for all interior maintenance, repair, and upkeep of his/her Living Unit and all interior elements without regard to the cause.
- D. The Owner is responsible for the maintenance of all flowers, shrubs, hedges, trees, groundcover and all other non-turf grass landscape elements. This includes pruning, weed control, fertilizing, irrigation, rodent control, removal of stressed or dead plants, shrubs, or trees, and all other maintenance needed to keep these areas attractive.

6. **Association Irrigation System Policy.**

Colorado Springs has experienced periodic drought conditions which have resulted in increasing water rates and periodic mandatory watering restrictions. The Board has adopted a policy to reduce water usage by updating the efficiency of the system, restricting system access, encouraging a long term reduction in turf grass areas requiring irrigation, and increased use of Xeriscaping techniques.

- A. Common Areas and Turf Grass Areas of Lots: The Association is responsible for the existing underground irrigation system serving the Common Areas and the turf grass areas of individual Lots. It will maintain this system and make modifications when necessary. Only the Maintenance Manager is authorized to operate controllers accessing Association water.
- B. Non-Turf Grass Landscape of Lots: Due to limited system capacities of the Association irrigation system, Owners are permitted to connect to it for the irrigation of non-turf grass landscape only under the following conditions:
 - 1. Only drip systems (no traditional sprinkler heads) will be authorized.
 - 2. All costs of installation and recurring maintenance shall be paid by the Owner.

3. The controllers shall only be accessible to the Maintenance Manager and the sprinkling schedules will be the same as those for the turf grass areas of Lots.
4. Owner requests for access to the Association irrigation water system must have prior approval from the ACC or the Board.
5. The above conditions apply to all Owners. Due to the cost of water and in the interest of fairness, there are no grandfathered provisions to this policy. Owners electing not to connect or remain connected to Association water subject to the above conditions, may install sprinkler systems connected to their domestic water supply.

Minor incidental coverage of non-turf landscaping by sprinkler heads primarily intended for the irrigation of turf grass shall not be deemed in violation of this policy.

7. Living Unit Renovation and Landscaping Policy.

- A. Any Owner planning to remodel the exterior of a Living Unit, modify landscaping, or build/modify any exterior walls/fencing must receive prior approval from the ACC before the commencement of any work. ACC approval is not required for minor maintenance and restoration such as the trimming of dead growth or bottom branches of trees and repair of broken glass on windows and doors, or for the interior renovation of a Living Unit unless the renovation will change the appearance of the Living Unit as viewed from outside of the Unit.
- B. Whether planning an interior or exterior project, an Owner's first step is to review and comply with all requirements imposed by the Association's Governing Documents. If ACC approval is required, follow the procedure outlined in the Design Guidelines to complete the Project Proposal Application. All Governing Documents are available on the Camels Ridge Website (<http://www.camelsridgehoa.com>), or from the Managing Agent.

These Policies and Procedures may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit A

ASSESSMENT COLLECTION

1. Owner Responsibility.

- A. Assessments are vital to fund the operations of the Association. The Association has adopted this policy (the "Policy") to promote and protect its financial strength for the benefit of all Owners. Owners are responsible for paying certain sums as provided in the Association's Governing Documents which include the Association's recorded Covenants, its Articles of Incorporation, its Bylaws and its Rules (Policies and Procedures, Rules and Regulations, and Design Guidelines) (collectively "Association's Governing Documents"). In addition, Owners may have a statutory duty to pay certain sums under certain provisions of the Colorado Common Interest Ownership Act (CCIOA) to the extent that statute applies. Those sums, whether defined by the Association's Governing Documents or CCIOA, if applicable, are collectively called "Assessments".
- B. Owners are responsible for contacting the Association, and for making arrangements for the delivery of all payments to the Association, whether by mail or direct deposits. Owners must notify the Association in writing of any change in their mailing address or status within fifteen (15) days of such change. The Association shall not be liable for any errors or omissions in any billing address or payment statement to the Owner.
- C. Owners are encouraged to use direct deposit of monthly Assessments to avoid late charges, payment disputes, or other problems.
- D. Any requests for payment arrangements should be made by contacting in writing either the Association's Managing Agent or the Association's Registered Agent ("Registered Agent") whose name and address (the "Registered Address") are shown on the records of the Colorado Secretary of State's website.
- E. Checks containing a restrictive endorsement on the back may, at the option of the Association, either
 1. Be returned to the Owner and the amount tendered shall be considered unpaid.
 2. Be deposited without waiving any of the rights and remedies of the Association to unpaid sums, whether or not the restrictive endorsement is crossed out.

2. Due Date Interest and Late Charges.

- A. The Association's Annual Common Expense Assessment shall be due and payable as provided in the Association's Governing Documents, and unless otherwise designated, monthly Assessments shall be due on the first (1st) day of each month, provided however, the Board may accelerate monthly Assessments under certain circumstances, and further, special Assessments, fines, fees and other charges shall be due on the date specified in any notice thereof.
- B. Any payment, which is not received by the thirtieth (30th) day after such payment is due,

shall be considered past due and delinquent, and will be charged a late fee/administration fee that is set by the Board (currently one hundred dollars (\$100.00) per each month late) to compensate the Association for the processing of a delinquent payment, which fee shall be owed by the Owner for each month such Assessment is not paid.

- C. In addition to the late fee, the Association shall be entitled to receive any and all costs of collection, attorney's fees, and interest allowed by the Association's Governing Documents or any statute or law. The interest rate for delinquent sums is set forth in the Association's Governing Documents at eighteen percent (18%) per annum.

3. Returned Checks.

- A. The Association will impose an administrative fee, currently one hundred dollars, (\$100.00), or other amount deemed appropriate by the Board, for all returned checks.
- B. If notice of a returned check, draft or money order is sent as provided in C.R.S. 13-21-109 and the total amount due as set forth in the notice is not paid within fifteen (15) days after such notice is given, the Owner who provided the returned check shall be liable to the Association for collection for three (3) times the face amount of the check, but not less than one hundred dollars (\$100.00), and any expenses of collecting such sums.
- C. 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 year, be made by certified check or money order.
- D. The Association shall not be obligated to process any payment more than once, but in its discretion, it may attempt to process up to three (3) times. Any costs associated with such processing, including charges by the payee's bank, shall be the sole responsibility of the payee.

4. Payment Plan.

- A. General Considerations. The Association is not a lender, and failure to pay Assessments imposes financial burdens on the other Owners. A payment plan may only be considered for extreme hardship or extraordinary circumstances unless otherwise required by law or statute.
 1. FIRST Notice: Thirty (30) days past due.
 2. SECOND Notice: Sixty (60) days past due.
 3. THIRD AND FINAL Notice: Ninety (90) days past due. This letter will include, per State Law, the invitation for the Owner to offer a payment plan to be considered by the Board of Directors. If payment in full or a payment plan is not received within thirty (30) days, the account will be turned over to an attorney/collection agency for collection.
- B. Other Payment Plans. In its sole discretion, the Board may consider any other request for a payment plan, but such request must be in writing, describing the necessity for such plan and its terms.

- C. Statutory Payment Plan. Owners may be entitled to a one-time payment plan under Colorado statutes. Such statutory payment plan shall be subject to the following:

Any request for a payment plan must be made by an Owner in writing and delivered to the Association's Managing Agent or Registered Agent at the Registered Address or the Contact Person described below at the Contact Address. Requests for a payment plan must be submitted not later than when the balance owed is equal to five (5) months of assessments as calculated using the currently approved budget. Any payment plan will be a legally binding contract, and the plan will require the Owner to pay all delinquent sums, including late fees, interest, attorney fees, charges and other costs. The payment plan will require that the Owner keep all monthly payments current and must pay off the entire delinquent amount in payments over a period six (6) months (minimum). No statutory payment plan is available if the Owner does not occupy the Unit, and has acquired the Unit as a result of:

1. A default of a security interest encumbering the Unit.
2. Foreclosure of the Association's lien.

- D. Remedies. Nothing in this Policy prohibits the Association, or a holder or assignee of the Association's debt from pursuing legal action against an Owner if the Owner fails to comply with the terms of his or her payment plan. An Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular Assessments as they come due during the repayment period, constitutes a failure to comply with the terms of his or her payment plan.

- E. Discretion. The Association is not obligated to negotiate a payment plan with an Owner who has previously entered into a payment plan; in such cases, the Board shall have complete discretion as to payment plans, except as otherwise required by Colorado statutes.

5. Notice of Delinquent Assessments.

- A. The Association may send various notices of delinquent Assessments to an Owner who fails to pay and may charge for any notices sent to the Owners in connection with such delinquent Assessments, but the Owners are responsible for ensuring that their payments are timely and fully made, regardless of whether notice is sent.
- B. Before the Association turns over a delinquent account of an Owner to a collection agency, or refers it to an attorney for legal action, the Association shall, to the extent required by statute or law, send the Owner a "Notice of Delinquency" specifying:
1. The total amount due, with an accounting of how the total was determined, which may be shown by enclosing a copy of that Owner's ledger.
 2. The name ("Contact Person") and contact information for the individual ("Contact Address"), whom the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt, shall be set forth in the Notice of Delinquency.

3. That an opportunity to enter into a payment plan may exist in accordance with Section 4 of this Policy in which case the Owner (if eligible) must contact the Association's Managing Agent or Registered Agent, in writing at the Registered Address, to request a payment plan; and
 4. That action is required to cure the delinquency, and that failure to do so within thirty (30) days may result in the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.
- C. Only one "Notice of Delinquency" shall be required during any collection process.

6. Payment Priority.

- A. Regardless of inscriptions or notations on the front or back of the check, all payments shall be applied to outstanding balances in the following order of priority:
1. Late charges.
 2. Interest.
 3. Attorney fees and costs.
 4. Returned check charges.
 5. Past-due Special Assessments, past-due fines, or other charges, if any.
 6. Currently due Special Assessments, or currently due fines, or other charges if any.
 7. Unpaid Assessments beginning with the oldest unpaid assessment.
- B. This method of application of payments may result in the account continuing to be delinquent for current dues if the amount tendered is less than the total resulting in the application of late fees and interest.

7. Remedies for Collection of Delinquent Assessments.

- A. The Association may exercise any and all rights and remedies available under the Association's Governing Documents, or under Colorado Law, including without limitation, the Owner's delinquent account being turned over to a collections agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.
- B. Unless prohibited or restricted by the Association's Governing Documents and/or Colorado Law, in the event that at least three (3) installments are past due, the entire Annual Assessment may be accelerated, in the Board's sole discretion, upon at least thirty (30) days written notice to the Owner, so that all monthly installments for the remainder of the Assessment year are immediately due and payable.
- C. Unless prohibited or restricted by the Association's Governing Documents and/or Colorado statutes, the Association may also deny rights to use Association facilities, voting rights, or other rights in the Association (including inspection of records) until all Assessments and other sums are paid in full. In order to be an "Owner in Good Standing" for purposes of this Policy, and to obtain a release of liens, restoration of voting or other rights, or to

terminate litigation, the delinquent Owner must make payment in full of all Assessments and other sums, including sums which arise after the collection process or after the Owner delivers a payment to the Association. The Association shall not be liable for any errors or omissions in any billing address or payment statement to the Owner.

- D. Unless prohibited or restricted by the Association's Governing Documents and/or Colorado Statutes, the Association may (but shall not be required) proceed by filing litigation against any Owner who has not paid his assessment and, without affecting that remedy, may also file a lien against the delinquent Unit, which may be foreclosed as provided in the Association's Governing Documents and/or the CCIOA.
- E. Unless prohibited or restricted by the Association's Governing Documents and/or Colorado statutes, any delinquent Owner assigns any rental from his/her Unit to pay any delinquent sums owed to the Association, and the tenant in any rental Unit in the Association shall, upon written notice from the Association, pay the rents to the Association to pay such delinquent sums including any delinquent annual or special Assessment owed by the Owner of the rental Unit, and all payments made by the tenant to the Association shall reduce the tenant's obligation to make monthly rental payments to the Owner under the lease by the same amount. Despite such payments, the Association shall not be obligated to perform or incur any obligation under the lease. If the tenant fails to comply with the Association's written notice and to make the payments required, the Owner and tenant shall be subject to all rights and remedies described the Association's Governing Documents, and/or the CCIOA, including that the Association may seek to evict the tenant and/or the Association shall have an absolute right to obtain a court appointed receiver to manage the Unit and apply the rents to pay delinquent sums.
- F. Unless prohibited or restricted by the Association's Governing Documents and/or Colorado Statutes, the Association may also assign its assessment lien against the delinquent property to a third-party assignee, without recourse or warranty of any kind. The assignee shall assume all responsibility for the enforcement of the assigned lien, and the Association shall not be liable for any actions of said assignee. Assignments shall apply only to Assessments that are owed to the Association prior to the assignment, and shall not assign, release or supersede any claims or lien which the Association may have for Assessments accruing after said date. If an assignee does not pay any Assessments levied after the assignment, the assigned assessment lien shall be subordinate to any future assessment by the Association, and the assignee may not take any actions that would hinder the Association's right or ability to collect those unpaid future Assessments.

8. Association's Collection Action through its Attorneys.

- A. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner should be handled through the Association's attorney. Neither the Managing Agent, if any, nor any member of the Board of Directors have any authority to 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. However, the Association has the option and right to continue to evaluate each delinquency on a case by case basis.

- B. Once accounts are turned over to the Association's attorney, Owners shall make payment to the Association at the address of the Association's attorney, and the Association shall be entitled to collect interest at the rate set forth in this Policy from the due date of such payments, as well as reasonable attorney's fees, court costs, and all other expenses of collection on said delinquent payment. The reasonable attorney's fees incurred by the Association shall be due and payable from the delinquent Owner on the date(s) when such expense(s) are incurred by the Association.

9. Foreclosure of Liens.

- A. Liens under CRS 38-33.3-316. The Association may have rights and remedies to collect Assessments under the CCIOA, including statutory liens described in CCIOA. Any sums expended by the Association for repairs or other actions needed to preserve or protect any abandoned Unit within the Association during a foreclosure against said Unit shall be additional indebtedness secured by the priority statutory lien claim described in CRS 38-33.316(2)(b)(i) and 38-33.3-316(c). However, the Association, or holder, or assignee, of the Association's statutory lien under CRS 38-33.3-316, whether the holder or assignee of the Association's statutory lien is an entity or a natural person, may only foreclose on the lien if:
 - 1. The balance of the Assessments and charges secured by its lien, as defined in Subsection (2) of CRS 38-33.3-316, equals or exceeds six months of common expense Assessments based on a periodic budget adopted by the Association.
 - 2. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific Unit on an individual basis. The Board may not delegate its duty to act under this Subparagraph to any attorney, insurer, manager, or other person, and any legal action filed without evidence of the recorded vote authorizing the action will be dismissed.
- B. The lien and other rights of the Association under the Association's Governing Documents shall not be affected or impaired by the restrictions set forth above.
- C. Lien under Association's Governing Documents. In addition to the lien under CRS 38-33.3-316, the Association, or its assign, may exercise its rights and remedies under the Association's Governing Documents in accordance with Colorado Law, including the filing and foreclosure of liens.

10. Bankruptcy of Owner.

- A. The filing of a bankruptcy action does not terminate the Association's right to collect Assessments, because:
 - 1. The Association has an Assessment lien claim against the Unit for all past Assessments.
 - 2. The Owner will remain personally liable for all post-bankruptcy filing Assessments so long as they retain title to the Unit.
- B. Based on the above, when the Association learns that a bankruptcy action has been filed, the accounting for that Unit may thereafter be based upon the filing date of that bankruptcy

action (the "Petition Date"), and the Association may create two separate ledgers for the Unit showing Assessments owed prior to the Petition Date and after the Petition Date.

11. Proof of Payments.

- A. Since the records of the Association are kept in the ordinary course of business and the Association relies upon same for the behalf of all Owners, there is a presumption that those records are correct and that the Assessment is valid if there is no written dispute received by the Association within thirty (30) days after the mailing of a billing statement.
- B. An Owner who wishes to dispute the amount or the validity of any Assessment charged to his/her Unit must submit a statement within thirty (30) days after the mailing of a billing statement that describes all disputed monthly payments and can request information from (or request a hearing before) the Board, but must put that request in writing in accordance with this Policy.
- C. The Board may require that the Owner deliver documentation, such as cancelled checks or bank statements, to support the Owner's claims.
- D. All payments made to settle a dispute and all correspondence regarding payment disputes must be sent by certified mail to the Association's Registered Agent at the Registered Address. If payment or correspondence is delivered by any other method, the Owner using that non-authorized method assumes the risk that the payment and any communication were not received by the Association.

12. Statement of Status of Assessments.

Upon receipt of the written request described below, and the advance payment of the fee described below, the Association should furnish to an Owner or such Owner's designee a written status statement setting forth the amount of unpaid Assessments currently levied against the Owner's Unit upon written request, delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's Manager or Registered Agent at the Registered Address described above. The status statement should be delivered within fourteen (14) calendar days after actual receipt of the request. The request must include payment of the Association's fee for such status statement. Failure to pay any delinquent Assessments or sums (including the fee), or to comply with any conditions stated in the status statement should render the status statement null and void. Any such status statement shall be without warranty or liability to the Association including the possibility of future special assessments and possible errors or omissions in the assessments statement.

13. General.

- A. Nothing in this Policy requires the Board to take specific actions at a specific time. The Board has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Board may modify the procedures contained herein as the Board shall determine appropriate under the particular circumstances.

- B. Failure of the Association to strictly comply with any provision of this Policy shall not be deemed a waiver of the Association's right to require strict compliance by the Owner and shall not be deemed a defense to payment of Assessments fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy nor be asserted as a claim against the Association.
- C. This Policy shall be effective as provided in the Association's Governing Documents, at which time it shall replace and supersede any prior policy or policy regarding Assessments, collections, liens and legal remedies, provided however, that the Board may in its discretion suspend the effective date of any provision of this Policy for any collection actions filed or taken prior to May 13, 2015. This Policy may be amended by the Board in the future.
- D. If any portion or provision of this Policy is found to be invalid, the remaining provisions shall continue in full force and effect. The term “including” shall mean “including without limitation”.

This Policy and Procedure (Exhibit A) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit B

VIOLATIONS AND FINES

This Rule shall apply to any alleged violation ("violation") of the Association's Governing Documents except and excluding non-payment of assessments or other sums.

1. Complaints.

Initial complaints of any violation of any provision of any Association Document may be presented to the Board in writing or orally by any person before or at any meeting. The Board shall, in its discretion, determine whether or not the complaint shows cause for further proceedings. The Board shall not decide the validity of the complaint at that meeting, but rather shall notify the Owner and shall set it for hearing at a later date, if it finds cause is shown that the Owner or alleged violator has committed or permitted a violation.

2. Notice.

A. Warnings. The Association may send courtesy notices and warnings regarding violations and/or fines. The following procedures shall apply to any alleged violation ("violation") of the Association's Declaration, Articles of Incorporation, Bylaws, Policies and Procedures, Rules and Regulations, and Design Guidelines except and excluding non-payment of assessments or other sums.

1. FIRST Notice: Homeowner may be notified in writing or verbally of any violation of the governing documents.
2. SECOND Notice: Homeowner will be notified in writing of the ongoing violation of the governing documents.
3. THIRD and FINAL Notice: Homeowner will be notified that if the violation continues the Homeowner will be referred to the Board for a Hearing which could result in fines and/or legal action.
4. NOTICE OF HEARING.

B. Notice of Hearing. If the Board decides that cause has been shown for a hearing, the Board, or its officers or agents, shall then send a written notice (the "Notice"), by regular mail AND Certified mail, Return Receipt Requested, to the Owner, and a copy may be sent to the alleged violator (if known) such as a tenant, contractor, guest or family member of the Owner. The Notice shall indicate the time and place of the hearing, and any other information regarding violation which the Board deems appropriate in its discretion. The Notice shall be deemed received by the Owner three (3) days after mailing. The Notice may be sent to the Living Unit if the Owner has failed to register a current mailing address. The Notice may also be sent to the complaining party.

3. Hearing.

A. Hearings may be held in Executive Session because they may involve privacy and/or

possible litigation issues. The Board may exclude any person other than the Owner or alleged violator and witnesses, when testifying.

- B. The Board shall constitute “impartial decision makers” which means 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 its architectural requirements, and the 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. Any challenge that any Board member is not impartial must be raised in writing at least five (5) days before the hearing and the basis of such challenge must be stated. Failure to raise such challenge constitutes a waiver. The Board decides such challenges.
- C. At the hearing, the Board may consider any written or oral information produced by the Owner, the alleged violator or other interested party. Any legal or statutory rule of evidence or procedure shall not apply to the hearing, and the Board may restrict testimony or proceed in any manner or order which it deems appropriate in its discretion. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall be sufficient in itself to support a finding. The Board may tape record or otherwise transcribe the hearing. The Board may proceed with the hearing even if the Owner fails to appear or refuses to participate or to submit information. The Owner may be represented by legal counsel so long as said Owner gives the Board at least five (5) days prior written notice, in which case the Board’s attorney may be present as well. Any participant may question any witnesses and examine any documents presented at the hearing.
- D. After hearing any information, witnesses, or documents presented at the hearing, the Board’s decision shall be made by majority vote of the Board members present and a brief summary of the decision and the sanction, if any, should be sent by regular mail to the Owner and, if necessary, to the alleged violator. If, as a result of the fact-finding process described above, it is determined that the Unit Owner should not be held responsible for the alleged violation, the Association shall not allocate to the Unit Owner’s account with the Association, any of the Association’s costs or attorney fees incurred in asserting or hearing the claim.

4. **Extent of Violations.**

Each incident or each day of a continuing violation shall be considered a separate violation for which any maximum fine may be imposed. For example, each day during which a pet or activity or an item violates the governing documents, is a separate violation. The Board may in its discretion impose increased fines for repeated or intentional violations.

5. Parties to Violations.

Owners shall be responsible for violations committed by their contractors, guests, family members, and tenants, for example, pets kept by tenants or signs placed by contractors. The Board may proceed against both the Owner and the alleged violator, simultaneously or separately, and actions against one shall not bar action against the other. The Board may contact the police, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding.

6. Fines and Sanctions.

- A. Any violation of the governing documents shall subject the Owner to a reasonable fine assessment imposed by the Association. **All fines shall be fifty dollars (\$50.00) per occurrence. This could be \$50.00 per day depending upon the type of violation.** This Schedule of Fines may be amended by the Board at any time and is not intended to cover all possible violations and there are instances where the amount of fines may vary depending on the circumstances. The amount of the fines are intended to bear a reasonable relationship to the actual harm that is being caused; the potential risk of loss to the Association if compliance does not take place; the costs of investigative demand letters and hearings to ensure compliance; and the cost of remedial measures (if used).
- B. Any fine shall be both a personal obligation of the Owner or the violator or both and shall also be an assessment creating a lien which may be recorded against the Unit and may be foreclosed as provided in the Declaration of Covenants. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine.
- C. Any violation shall entitle the Board to recover from the Owner or violator or both, its reasonable attorneys' fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.
- D. The Board may seek to recover such fees and costs by all legal remedies, including without limitation, charging such fees and costs to the Owner's account with the Association.

7. Substantial Compliance.

Technical irregularities or defects in the complaint, Notice or other compliance with this Policy shall not invalidate the proceedings or any fine or sanction imposed. This Policy shall be liberally construed to accomplish prompt, effective enforcement of the Association's governing documents.

8. Board Resolves Questions of Construction.

If any doubt or questions shall arise concerning the true intent or meaning of any provision of the Association's governing documents, including these Policies, the Board shall determine the proper construction of the provision in question, and shall set forth in a written statement the

meaning, effect and application of the provision. These determinations will thereafter be binding on all parties so long as it is not arbitrary or capricious, and they may be filed for record with the County Clerk and Recorder.

This Policy and Procedure (Exhibit B) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit C

RECORDS POLICY

1. Association Records Policy.

- A. The Association shall retain and produce to Owners the records required by C.R.S. 38-33.3-317 and 38-33.3-209.4 as well as any other records specifically set forth in the Association's Declaration or By-laws. The Association's Board of Directors, ("Board"), may adopt, in its discretion, a List of Association Records setting forth the records which may be available for inspection.
- B. Owners of the Association may inspect those records as provided by the Statutory Records Law so long as the Owner is in good standing. For the purposes of this rule "good standing" of an Owner requires that the Owner has paid all assessments, and other sums, due to the Association and is not in violation in any of the Association's documents.
- C. The Association's records shall not include personal emails of officers' and directors unless such persons authorize their use for Association's purpose.

2. Examination of Records Procedure.

- A. The Association requires that the Owner submit a written request (see the attached, "Document Request Form") describing with reasonable particularity the records sought; such form must be received at least ten (10) days prior to inspection or production of the documents. The Association may limit examination and copying times to the normal business hours of its manager, if applicable, or the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days after the submission of the written request. Owners who desire to examine Association records must make a mutually acceptable appointment with the records custodian and designate the estimated amount of time requested for records examination.
- B. If possible, the Association shall make an appointment with the Owner at a place and a time convenient to both parties, to conduct the inspection. However, if the request requires the participation of a Board member, property manager at the time, place and length of inspections will be based upon the schedule of Board member or property manager, if applicable. All appointments for inspection will be limited to one (1) hour unless otherwise agreed by the Board member or manager if applicable; if additional time is needed, additional appointments will be made.
- C. At the discretion of the Board or the Managing Agent, if applicable, records will be inspected only in the presence of a Board member, Managing Agent's employee or other person designated by the Board.
- D. The Owner shall not remove any document from the Association's records, nor shall the Owner remove records from the Association's place of business. Certain records may be copied, at the Owner's expense. During an inspection, the Owner may designate such

records for copying by use of tab, clip, or post-it note upon the pages desired, but may not otherwise alter the records (for example, no folding, pencil or pen marks, etc.). The Association's records custodian, on behalf of the Association, will make the copies.

- E. The Association shall impose a reasonable charge, which shall be collected in advance and may cover the costs of staff labor seventy five (\$75.00/hour), including labor to use, retrieve, observe, copy and deliver records, and the cost of material for copies twenty cents (\$.20 per copy) of Association records. Maintaining Association information is an important function of the Association. Therefore, in order to ensure that records are not tampered with, removed, or destroyed, an agent of the Association or a staff member of the management company may remain present to observe Owners while they examine Association records and the Association may charge for any labor of such agent or staff member.
- F. Copies should be available within ten (10) working days of receipt of the request, unless the condition or voluminous nature of the records makes this time frame impractical. In such cases, the copies should be made available as soon as is practical.
- G. Depending on the number of pages requested, the records custodian may request that the Owner return at a later date to pick up the requested copies, in order to allow personnel to set aside time to reproduce the documentation requested.
- H. A right to copy records under this Policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the Owner. Any applicable charges shall be collected in advance.
- I. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's location where the inspection or copying is taking place.
- J. The Association is not obligated to compile or synthesize any information.

3. **Exclusions.**

Records maintained by the Association may be withheld from inspection and copying to the extent that they concern any of the following:

- A. Architectural drawings, plans, and design, unless released upon the written consent of the legal Owner of the drawings, plans, or designs.
- B. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiations.
- C. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine.

- D. Disclosure of information in violation of law.
- E. Records of an executive session of the Board.
- F. Individual Units other than those of the requesting Owner.

4. Other Confidential Records.

Records maintained by the Association are not subject to inspection and copying and must be withheld to the extent that they are of concern to the following:

- A. Personnel, salary or medical records relating to specific individuals.
- B. Personal information, telephone numbers, electronic mail addresses, driver's license numbers and social security numbers.

NOTE: It is now permissible to provide a directory of the names, addresses, telephone numbers, and email addresses of Owners, so long as they grant written consent, but Owners may remove such consent in the future.

5. Prohibition of Illegal or Commercial Use.

Any records of the Association, including without limitation, any membership list, or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as a Unit Owner and shall not be used for any purpose which violates any law or this Policy, including without limitation, any use which constitutes harassment, invasion of privacy, or bullying of any person. Without limiting the generality of the above, without the consent of the Board, any record of the Association, including without limitation, any membership list, or any party thereof, may not be:

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

6. Seller Disclosures.

- A. Upon written request complying with this Policy, an Owner who is selling his or her Unit shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment in advance of the Association's usual fee pursuant to C.R.S. 38-33.3-317(4), all of the Association's governing documents and financial documents, required by the most recent available version of the Contract to Buy and Sell Real Estate promulgated by the Colorado Real Estate Commission as of the date of the contract.
- B. To request written copies of the above records, the Owner or the Owner's agent must follow the rules and procedures listed under Section 2 above, and must pay in advance the copying

charges described in Section 2(e) above. If records are available on a website, the Owner or Owner's agent should use that website to obtain the records.

- C. Furthermore, the Owner has the responsibility to obtain from the buyer a signed acknowledgement of receipt of the required information and disclosure statement. The Owner is then responsible for delivering the signed acknowledgement to the Association as soon as possible after it is acquired. *The Association uses reasonable efforts to provide copies but shall have no liability for the information provided, or for compliance with any deadlines or other contractual requirements.*

7. Enforcement of Rule.

- A. Any violation of this Rule shall cause the immediate suspension of the inspection or copying until the violation agrees in writing to comply with this Rule, as well as other remedies such as fines. *The Association's Board or its representatives may take any available legal action to enforce this Rule.*
- B. The Association will not honor any requests for inspection or copying that do not comply with this Rule, but the Association may send a written notice to the person who made the request indicating the nature of any noncompliance. Any Association representative who receives an oral request for inspection or copying shall refer the person making the request to this Rule, and the Association or its representatives will have no further obligation to respond until it receives a written request on the Document Request Form.
- C. The Association's Board shall be entitled to resolve any dispute regarding the Association's records based upon the Board's reasonable business judgment.
- D. It is the obligation of every Owner to hold all information in appropriate confidentiality so that information is not released to other parties or misused by others. The Association shall not be liable for the disclosure or copying of any records which are required to be provided by statute or judicial proceeding. The Association does not warrant or represent the accuracy, completeness, or any other matter in the records provided. The requesting Owner shall release and indemnify the Association from any and all claims and liability related to the requested records and any disclosure and/or use of such records.
- E. The Board may in its discretion, adopt a records retention and/or deletion procedure for any and all records, except as otherwise restricted by law.

LIST OF ASSOCIATION RECORDS FOR POSSIBLE EXAMINATION AND COPYING

The following Association records may be available for examination and copying to the extent in existence and control by the Association, and in compliance with the Association's Records Rule:

1. Declaration of Covenants, Conditions and Restrictions of the Association (the "Declaration"); (this shall include the recording date and recording number of the Declaration).

2. Articles of incorporation.
3. Bylaws.
4. Rules (Policies and Procedures, Rules and Regulations and Design Guidelines) adopted by the Association under C.R.S. 38-33.3-209.5 and other Rules or Policies, relating to the characteristics, qualifications, rights, limitations, and obligations of Members.
5. Detailed records of receipts and expenditures affecting the operation and administration of the Association.
6. Records of claims for construction defects and amounts received pursuant to settlement of those Claims.
7. Minutes of all meetings of its Owners and the Board, a record of all actions taken by the Owners to the Board without a meeting, and a record of all actions taken by any committee of the Board.
8. Written communications among, and the votes cast by, Board Members that are directly related to an action taken by the Board without a meeting pursuant to Section 7-128-202, C.R.S. or directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws.
9. The names of the Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote.
10. Financial statements as described in Section 7-136-106, C.R.S., for the current and past three (3) fiscal years and tax returns of the Association for the past seven years, to the extent available.
11. A list of the names, electronic mail addresses, and physical mailing addresses of its current Board Members and Officers.
12. Association's most recent annual report delivered to the Secretary of State, if any.
13. Financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316 (8) concerning statements of unpaid assessments.
14. The Association's most recent reserve study, if any.
15. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years.
16. Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners.
17. Ballots, proxies, and other records related to voting by Owners for a minimum of one year after the election, action, or vote to which they relate.
18. Resolutions adopted by its Board relating to the characteristics, qualifications, rights limitations, and obligations of members or any class or category of members.
19. All written communications within the past three (3) years to all Owners generally as Owners.
20. The date of the Associations' fiscal year.
21. The Association's operating budget for the current fiscal year.

22. A list (organized by unit type) of the Association's current regular and special assessments.
23. The results of any financial audit or review for the immediately preceding fiscal year.
24. A list of all Association insurance policies; the name, address and phone number of the Association and its managing agent, if any.
25. Directory of the names, addresses, telephone numbers, and email addresses of Owners, so long as they grant written consent, but members may remove such consent in the future.

This Policy and Procedure (Exhibit C) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit D

DISPUTE PROCEDURES

At the Board's discretion, the Association may, but shall not be required to, submit any dispute between the Association and Living Unit Owner(s) to mediation provided, however, that the Association reserves all rights to seek equitable and legal relief through any court having jurisdiction over the dispute.

1. Dispute Resolution.

The Association hereby establishes procedures for addressing disputes arising between the Association and Living Unit Owners and between Living Unit Owners.

- A. Purpose. The Association believes that the relationships in our community may be damaged whenever litigation is used in order to resolve disputes, and that the inherent problems in court proceedings make litigation a particularly inefficient means of resolving community disagreements. As a result, the Association has adopted this policy to encourage the use of alternative methods for resolving disputes.
- B. Goal. In the event of any dispute between the Association and any Member and/or disputes between individual Members or Residents if the situation does not involve unpaid assessments or an imminent threat to the peace, health, or safety of the community, the parties involved in the dispute shall attempt to resolve the dispute using the procedures set forth below prior to filing a complaint in court or otherwise initiating a legal proceeding.
- C. Policy. If both parties to the dispute agree to attempt mediation, the dispute shall be mediated in accordance with the procedure described below. In cases where the dispute is between members of the Association and both Members agreed, the Board may, but is not obligated to, act as mediator.

2. Procedure.

- A. Requesting Mediation. The Party wishing to resolve a dispute will provide each other Party to the dispute with a written Request describing:
 - 1. The dispute, including the date, time, location and persons involved.
 - 2. The requested action or proposal that would resolve the dispute.
 - 3. Times and dates that the requesting Party would be available to meet with the other Party to determine how to resolve the dispute.
- B. Negotiation. The Parties will make reasonable efforts to communicate directly with each other in an attempt to reach an agreement that serves the interests of all Parties.

This Policy and Procedure (Exhibit D) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit E

ADOPTION AND AMENDMENT OF RULES

1. **Authority.** To the extent permitted by the Governing Documents and applicable statutes, the Board of Directors shall have the authority to adopt, revoke or amend any portion of the Association Rules consisting of its Rules and Regulations, Policies and Procedures, and Design Guidelines, to the extent they do not conflict with the Association's Governing Documents in order to interpret, supplement and/or enforce the Association's Governing Documents. The Board should adopt Rules and Regulations, Policies and Procedures, and Design Guidelines at Board meetings which are open to attendance by Owners.
2. **Board Resolves Questions of Construction.** If any doubt or questions shall arise concerning the true intent or meaning of any of the Governing Documents, the Board shall determine the proper construction of the provision in question, and shall set forth in a written statement the meaning, effect and application of the provision. Those determinations will thereafter be binding on all parties so long as such determinations are not grossly negligent or wanton and willfully illegal and notice of any determinations may be filed for record with the County Clerk and Recorder.
3. **Notice to Membership.** In any case where the Board is adopting a new or amended rule or policy of major significance to the Association, the Board should give notice to the members to the extent and manner, if any, required by the Governing Documents. The Board may announce a new rule on the Association's website (with an email directing Owners to the site), email to Owners, newsletter, by mail or hand delivery to the Living Units. Any Owner who desires any amendment or the adoption of a rule or policy should submit the request in writing to the Board, and the Board may proceed as it determines to be in the best interest of the Association.

This Policy and Procedure (Exhibit E) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit F

CONFLICTS OF INTEREST

1. The Board of Directors shall comply with all of Colorado's statutory provisions against conflicting interest transactions as found in the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act. A "conflicting interest transaction" is defined by the Colorado statutes, but generally means a contract, transaction, or other financial relationship between the Association and a director of the Association, or between the Association and a party related to a director, or between the Association and an entity in which a director of the Association is a director or officer or has a financial interest. A conflicting interest transaction does not include transactions that are of a general benefit to a group of Homeowners which includes one or more directors. In the event of any uncertainty or dispute, the Board shall decide, in its reasonable business judgment, but without the vote of the involved director, whether a conflict of interest exists in particular circumstances; the Board's decision shall be final and binding on all persons.
2. Each Board member is obligated by law to disclose, in an open Board meeting, any existing conflict of interest prior to any discussion or action on that issue, and the Board member shall not vote on such issue, but may participate in the discussion on the issue.
3. The above notwithstanding, at any Board meeting, a Board member with a conflict of interest may be counted "present" for the purpose of determining whether a quorum exists.
4. The Association may require that all Board members sign a copy of this rule to acknowledge that they have read and understand it and will comply fully with it.
5. The Association's Rules consisting of its Policies and Procedures, Rules and Regulations, and Design Guidelines regarding conflict of interest shall be reviewed on a periodic basis, no less frequently than every five (5) years.
6. Board members appointed by the Declarant shall not be deemed to have any conflict of interest by voting on matters which may affect the Declarant, its property, or business, whether directly or indirectly.

This Policy and Procedure (Exhibit F) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit G

ANNUAL REPORT AND DISCLOSURE

1. According to Senate Bill 100 and various other Statutes, there are mandatory disclosures that have to be made to all Living Unit Owners within ninety (90) days of the end of the fiscal year:
 - A. Name of Association.
 - B. Name of Management Company.
 - C. Address of Association.
 - D. Telephone Number.
 - E. Covenant Recording Information:
 1. Title.
 2. Filing Number.
 3. Date.
 4. Reception #.
 5. Book.
 6. Page.

2. If an Owner is not able to access the relevant information on the HOA website, the Owner may submit the “Document Request Form” for the Association. The cost to prepare a hard copy of these documents is \$.20 (twenty cents) per page, plus staff time. The following information is available to you:
 - A. Declaration of Covenants.
 - B. Articles of Incorporation.
 - C. Bylaws.
 - D. Association Rules consisting of Rules and Regulations, Policies and Procedures, and Design Guidelines under CRS 38-33.3-209.5.
 - E. Detailed records of receipts and expenditures affecting the operation and administration of the Association.
 - F. Records of claims for construction defects and amounts received pursuant to settlement of those Claims.
 - G. Minutes of all meetings of its Owners and the Board, a record of all actions taken by the Owners to the Board without a meeting, and a record of all actions taken by any committee of the Board.
 - H. Written communication among, and the votes cast by, Board Members that are directly related to an action taken by the Board without a meeting pursuant to Section 7-128-202, C.R.S. or directly related to an action taken by the Board without a meeting pursuant to the Association’s Bylaws.
 - I. The names of the Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicated with

them, showing the number of votes each Owner is entitled to vote.

- J. Financial statements as described in Section 7-136-106, C.R.S., for the current and past three (3) fiscal years and tax returns of the Association for the past seven years, to the extent available.
- K. A list of the names, electronic mail addresses, and physical mailing addresses of its current Board Members and Officers.
- L. Association's most recent annual report delivered to the Secretary of State, if any.
- M. Financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316 (8) concerning statements of unpaid assessments.
- N. The Association's most recent reserve study, if any.
- O. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years.
- P. Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners.
- Q. Ballots, proxies, and other records related to voting by Owners for a minimum of one year after the election, action, or vote to which they relate.
- R. Resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members.
- S. All written communications with the past three (3) years to all Owners generally as "Owners"
- T. The date of the Associations' fiscal year.
- U. The Association's operating budget for the current fiscal year.
- V. A list (organized by unit type) of the Association's current regular and special assessments.
- W. The results of any financial audit or review for the immediately preceding fiscal year.
- X. A list of all Association insurance policies, and the name, address and phone number of the Association and its managing agent, if any.

This Policy and Procedure (Exhibit G) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit H

MEETINGS

1. Conducting Meetings.

- A. No electronic or any other recording devices shall be permitted in Association meetings.
- B. Association meetings shall be conducted in accordance with the Association Documents, especially the Association Bylaws, and in accordance with the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act.
- C. At all meetings, Members are expected to maintain proper behavior and decorum, which requires that Members shall:
 - 1. Be respectful to others present and to the meeting process.
 - 2. Refrain from name-calling, use of foul language, and other aggressive behavior.
 - 3. Differentiate statements of opinion from statements of fact.
 - 4. Speak only when acknowledged by the Chair.
- D. If a member fails to observe the above standard, demonstrating inappropriate behavior which negatively impacts the Association's meeting(s), the Chair shall issue one warning to the Member. If inappropriate behavior continues, the Member may be asked to remove him or herself from the meeting. If the Member refuses to comply, the meeting may be adjourned at that time, even though there are agenda items not yet heard, or the Chair may take other action, at the sole discretion of the Chair, including request for police assistance.

2. Owner Participation at Board Meetings.

- A. All meetings of the Board of Directors, except the Executive Session, are open to attendance by any Owner or any person designated in writing by that Owner as the Owner's Representative.
- B. The Board shall designate an appropriate period of time at the beginning of the meeting for Owners or their representatives to speak on any matter shown on the agenda, but such period shall not exceed a total of twenty (20) minutes. Owners who wish to discuss a certain issue, complaint, or request shall submit such in writing at least five (5) days prior to the Board meeting. If more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue. All or any Owners or designated representatives wishing to speak shall sign a sheet with the Secretary prior to the meeting and the Board's President shall allocate the time permitted among the various Owners or designated representatives who wish to speak. After the designated time, Owners who are not Board members shall not participate in any deliberation or discussion of the Board unless expressly authorized by a vote of a majority of a quorum of the Board so present.

3. Owner Participation at Annual and Special Meetings of Owners.

- A. Any Owner or designated representative of Owner may speak at the designated time in the agenda upon any issue requiring a vote of the Owners.
- B. The total length of any time for Owners or designated representatives speaking on a single issue of any meeting of the Owners shall not exceed the time set forth by the President at the beginning, but not exceeding a time limit of twenty (20) minutes total, and the President shall pro-rate that time among the various Owners who speak on the issue.
- C. All issues, complaints, and requests shall be submitted to the Board in writing five (5) days prior to the annual meeting.

4. Notice of Meetings.

- A. Board Meetings: Notice of Board Meetings shall be given in accordance with the Association Documents.
- B. Owners Meetings: Notice of Owners Meetings shall also be given in accordance with the Association Documents, but in addition, notice of such shall be physically posted in a conspicuous place to the extent such posting is feasible and practical and may be given by electronic posting or electronic mail notices pursuant to C.R.S. § 38-33.3-308.

5. Executive Sessions.

The Association's Board may meet in executive closed sessions to discuss matters described in C.R.S. 38-33.3-308(4), 38-33.3-317(3) and (3.5) or to discuss:

- 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. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.
- E. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.
- F. Review of or discussion relating to any written or oral communications from legal counsel.

6. Election Procedure.

The following shall apply in contested elections only:

- A. The Association Secretary shall be in charge of providing secret ballots which protect the voters' privacy but also providing for the security of the election. Either the Association Secretary, or the Managing Agent, or both, shall constitute a neutral third party to count the ballots. If no neutral party is available, the ballots may be counted by a committee of volunteers, who shall be Unit Owners 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, provided however, that said volunteers shall not be Board members and, in the case of a contested election, shall not be candidates.
- B. The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of Unit Owners participating in such vote.

7. Directors Attendance Rule.

To the extent allowed by the Bylaws or C.R.S. 7-128-107(4), any Director who fails to attend three (3) meetings of the Board of Directors in any calendar year shall be automatically removed from the Board, unless a majority of the Board votes to excuse such absences. However, live electronic or telephonic attendance may be allowed subject to the Board President's discretion.

This Policy and Procedure (Exhibit H) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit I

RESERVE STUDIES AND INVESTING ASSOCIATION RESERVES

1. Standards.

The directors and officers of an Association must meet the standards of care required for Colorado non-profit corporations when investing reserve funds. Those standards require directors and officers to act:

- A. In good faith.
- B. With the care an ordinarily prudent person in a like situation would exercise under similar circumstances.
- C. In a manner the director or officer reasonably believes to be in the best interest of the Association.

2. Reliance on Professionals.

In discharging this duty, directors and officers may rely on people who the directors or officers reasonably believe have professional or expert, competence, such as community managers.

3. Investment Procedures.

The Board of Directors should establish the amount to be transferred to reserve funds on an annual basis. Reserves may be invested in certificates of deposit, money market deposit accounts, money market funds, U.S. treasury and government obligations, municipal bonds and other state obligations, and other investments recommended by a financial advisor pursuant to the Association's investment goals. No funds shall be deposited or invested except in authorized investment funds. All investments must be insured by FDIC, SIPC or comparable insurance.

4. Investment Goals.

The reserve funds shall be invested to achieve the following goals, in descending order of importance:

- A. Promote and ensure the preservation of principal.
- B. Structure maturities to ensure liquidity and accessibility of funds for projected or unexpected expenditures.
- C. Mitigate the effects of interest rate volatility upon reserve assets.
- D. Seek the highest level of return that is consistent with preserving the principal and accumulated interest.
- E. Minimize investment costs.

5. Investment Circumstances.

The Board of Directors may consider the following circumstances in investing reserve funds:

- A. General economic conditions.
- B. Possible effect of inflation or deflation.

- C. Expected tax consequences.
- D. Role that each investment plays in the overall investment portfolio.
- E. Other resources of the Association.

6. Review of Accounts.

All accounts, instruments and other documentation of such investments shall be subject to the approval of, and may from time to time be amended by, the Board of Directors as appropriate, and shall be reviewed at least once per year.

7. Authority of Officers.

The President, Treasurer or Managing Agent, if authorized by the Board, shall be authorized and empowered to purchase, invest in, acquire, sell or assign any and all types and kinds of investments meeting the goals in paragraph 4; and to enter into agreements, controls and arrangements with respect to such security transactions and to execute, sign or endorse agreements on behalf of the Association. To withdraw or transfer funds, the signature of two of the aforementioned persons shall be required.

8. Fidelity Insurance.

The Association shall ensure that sufficient fidelity insurance to protect against theft or dishonesty from anyone with access to the reserve funds is in force.

9. Monthly Statements.

The Association's Managing Agent or other person designated by the Board shall maintain monthly statements, including detailed accounting of current values, income and all transactions.

10. Reserve Studies.

The Association may or may not have undertaken a reserve study in the past, and the Board of Directors may, at its sole discretion, have reserve plans or reserve studies done in the future, but absolutely no representation is made as to the frequency of such reserve studies, the source of any current or projected funding for reserves or whether those studies will be based upon physical analysis, financial analysis or both. The Board of Directors may modify, add or delete any component of any reserve plan, study or Association budget. Copies of any future reserve study or financial document may be available in accordance with the Association's Records Rule.

This Policy and Procedure (Exhibit I) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

Exhibit J

INSURANCE

The Association adopts this Rule pursuant to the Association Documents and Colorado Statutes, including, without limitation, CRS 38-33.3-313 and CRS 10-4-110.8 to the extent applicable.

1. Association Coverage.

- A. Association Insurance under the Documents.** The Association's insurance coverages are set forth in the Association Documents. The Association's Board relies upon the advice of its insurance broker/agent that the current insurance policies meet or exceed the requirements of the Association Documents.
- B. Added Insurance.** As deemed necessary by the Board of Directors, the Association could purchase insurance beyond those coverages required by the Association Documents ("Added Insurance"). For example, the Association may purchase insurance which includes "all in" coverage for built in cabinets and appliances or insurance which includes maintenance/repair duties or negligent acts or omissions of the Owners, such as frozen pipes or leaking hot water heaters. Also for example, the Association may purchase insurance to cover various typical exclusions, such as water infiltration, mold, soil movement, or defective construction. If the Association purchases any of the foregoing Added Insurance, the Owner, who benefits from a claim on such Added Insurance, shall be responsible for paying any deductible, excess repair cost, uninsured sum, or other sum as discussed below in this Rule. **THE PURCHASE OF SUCH ADDED INSURANCE DOES NOT EXPAND OR INCREASE THE ASSOCIATION'S DUTIES UNDER THE ASSOCIATION DOCUMENTS FOR MAINTENCE, REPAIR, REPLACEMENT OR OTHER EXPENSE, EXCEPT TO THE EXTENT THE ASSOCIATION RECEIVES INSURANCE PROCEEDS FOR A PARTICULAR LOSS.**
- C. No Liability.** Nothing in this Rule shall impose any obligation or liability upon the Association for insurance. Any coverage under the Association's policies is subject to change, and the terms, provisions and exclusions may also change. The Association may add or delete coverages due to unavailability or premium increases. The Association may increase deductibles now or in the future.

2. H0-6 Insurance.

- A. H0-6 Required.** Due to the Association's deductibles and possible exposure of loss beyond the Association's insurance coverages, all Owners must purchase and continue an individual Owner's insurance policy, commonly called a Condominium Unit Owners Homeowners policy, or, H0-6, or Form 6 Homeowners policy. Such coverage must have a minimum of \$10,000.00 coverage for "Real Property" or "Coverage A-Dwelling"; a minimum of \$10,000.00 for "Loss Assessment" and a minimum of \$100,000.00 for Liability coverage. Such insurance should provide coverage generally as follows:

1. The first provision is commonly called “Coverage A – Dwelling” or “Real Property” and covers items of real property (such as interior walls and built-in cabinets) which pertain exclusively to the Unit. Some insurance carriers use this provision to cover their policy holder's responsibility to the Association for sums as discussed below in this Rule. Many H0-6 policies automatically include a small amount of dwelling coverage for no additional charge, and those limits can be increased for a small additional premium.
2. The second provision is commonly called “Loss Assessment”, which covers claims that otherwise would be covered by the Association's insurance policy, but the expenses are not covered due to either high deductibles or low policy limits. This should also cover cases where there is a high deductible that is assessed to all Owners as a loss assessment for causes such as roof replacement due to a hail storm. Loss Assessment coverage does not usually apply to financial or special assessments that are not related to insurance claims. Many H0-6 policies automatically include a small amount of Loss Assessment coverage for no additional charge, and those limits can be increased for a small additional premium, but some insurance carriers limit the amount of Loss Assessment coverage. The Loss Assessment coverage should include coverage of the Association's policy deductibles.
3. The third provision is commonly called “Liability” coverage and covers the personal liability of the Unit Owner for bodily injuries or property damage to third parties. Such coverage should include any injuries or damages arising from any acts or omissions within the Owner's Unit, and should cover lawsuits and legal expenses. Some carriers may include minor medical expenses for injuries to third parties while in the Unit.
4. Other provisions (optional or included) may provide coverage for “Personal Property”, “Loss of Use”, “Rental” and “Sewer Backup”.

B. Proof of Insurance. The Association may require that an Owner provide proof of H0-6 insurance. The Association has no obligation or liability for obtaining such insurance. The failure of an Owner to obtain such insurance will result in additional expense to an Owner as provided by this Rule. The Association is to be listed as an additional interest.

3. Owner Insurance.

A. Owners Must Read Association Documents. The Association's insurance policies do not usually cover an Owner's personal contents or liability claims arising from the interior of the Unit. Each Owner must review the insurance provisions of the Association Documents and the Association's insurance policies to determine what insurance coverages are needed, or desired, by that Owner. OWNERS ARE RESPONSIBLE FOR OBTAINING THEIR OWN INSURANCE.

B. Owners Must Consult Their Own Insurance Agents. Each Owner must provide his/her insurance agent/broker with copies of the insurance provisions of the Association Documents, the Association's insurance policies and this Rule. The Owner should rely

upon his/her own insurance agent/broker to advise regarding coverages.

C. Owners Must Not Increase Association Insurance Costs. Owners must understand that claims made against the Association's insurance may result in higher premiums or even cancellation of such insurance. Owners are liable for any action or omission which increases the Association's insurance premium or results in any loss to the Association. For example, Owners should not store hazardous or flammable substances and must use due care to avoid water damage, fires or dangerous conditions.

4. Insurance Deductible/Loss Rule. The following provisions apply to Deductibles and Losses:

A. Owner's Responsibility for Violation of This Insurance Rule. Any Owner who violates any provision of this Insurance Rule shall be responsible for paying any loss or expense incurred by the Association as a result of such violation.

B. Owner's Responsibility for Interior Loss or Damage to Their Own Unit. Any loss or damage in the interior of a Unit should be covered by the Owner's individual insurance policy. However, if the Association has an insurance policy that provides coverage not required by the Association Documents, and if any portion of loss or damage to the interior of a Unit is covered by said insurance, and a claim is made against the Association's insurance in connection with such loss, the Owner shall be responsible for paying the deductible or any portion of the loss or expense which is not covered by the Association's insurance. All insurers providing insurance coverage to individual Owners are hereby advised that the Association Documents allocate responsibility for repair, maintenance and insurance to individual Owners and so the Owner's insurance should at least cover such maintenance responsibilities of the individual Owner, under the Association's Documents, including any rules regarding maintenance responsibilities.

C. Owner's Responsibility for Other loss or Damage. Pursuant to the Association Documents and applicable Colorado law, the Board in its sole discretion, may determine that the Owner and his/her Unit shall be solely responsible for any Owner-Responsible Event resulting in any loss or expense whether or not covered by the Association's insurance. For purposes of this Rule, the term "Owner-Responsible Event" means:

1. A negligent or wrongful act or omission of an Owner; for example, an Owner who crashes his/her car into a fence or building;
2. A negligent or wrongful act or omission of that Owner's family, agent, contractor, guest, invitee or tenant;
3. A negligent act or omission of another individual, provided that such individual was on the premises with the consent of the Owner or with the consent of a person enumerated in subsection "2" above; for example, a worker or a contractor hired by an Owner and does damage;
4. An Owner's failure to perform the maintenance obligations allocated to the Owner under the Association Documents, which omission is the cause of damage; for example, a

leaking pipe, tub, toilet or hot water heater which the Owner fails to discover or repair; and/or

5. Damage caused by a pet or other animal brought on the premises by the Owner or by one of the other persons listed in “2” or “3” above.

NOTE: The Board reserves the right to determine that there is responsibility for any of the above Owner-Responsible Events.

- D. Owner's Responsibility for Loss Assessment.** The Association's insurance policy may not fully cover a loss or the cost of repair or may have an exclusion and will have a deductible. Pursuant to the Association Documents, but except as to Added Insurance coverages which involve individual units, all or some of the Owners may be assessed a “loss assessment to cover the cost of repair and/or the deductible. Such loss assessment shall be considered an assessment against the Owner and his/her Unit under the Association Documents and applicable Colorado law. For example, the Association may assess all Owners for deductibles applicable to roof replacement after a hail storm.
- E. Board Determination.** The Board shall decide, in its sole discretion, who is responsible for the payment of any Owner Responsible Event and/or any deductible and such decision shall be binding and final upon all Owners and other persons.
5. **Assessment and Collection.** In the event of any Owner's failure to pay his/her share of any loss allocated to him/her under any of the preceding sections of this Rule, that shall be a violation of the Association Documents and shall result in the assessment of a fine equal to the amount unpaid, plus interest and costs of collection. The Association may exercise all applicable rights and remedies to collect fines, including the right to add such fine to the assessment to which the Unit of such Owner is subject, and such fine and assessment shall become a lien against such Owner's Unit as provided by the Association Documents or applicable Colorado law.
6. **Claims by Members.** In order for an individual Owner to file a claim on the Association's insurance policies, the Owner must comply with the following:
 - A. The Owner must first contact the Board or the manager, in writing.
 - B. The Owner must give the Association at least 15 days to respond to the Owner but any immediate mitigation is the responsibility of the Owner.
 - C. If requested, the Owner must allow the Association's agent a reasonable opportunity to inspect the claimed damage.
 - D. The subject of the claim must fall within either the Association's insurance coverage or its responsibilities under the governing documents of the Association.

All Owners agree that the Board may refuse to file the claim if it determines that the claim results from an Owner-Responsible Event or an uninsured event or if the Board decides to

undertake repairs or restoration. The Board shall have complete discretion whether or not to submit any claim as to additional coverage under Added Insurance. Even if the Board submits the claim, it reserves its rights and remedies under the Association Documents, this Rule and applicable Colorado law. **Any Owner who directly submits a claim on the Association's insurance policy shall pay any deductible or uninsured expense incurred by the Association.**

7. **Board Resolves Questions of Construction.** If any doubt or questions shall arise concerning the true intent or meaning of any of the Association Documents or this Rule, the Board shall determine the proper construction of the provision in question, and may set forth the meaning, effect and application of the provision in a written statement. These determinations will thereafter be binding on all Owners and other parties so long as such determinations are not wanton and willful.

This Policy and Procedure (Exhibit J) may be changed or added to by the Board of Directors of the Camels Ridge Townhomes Homeowners Association in support of the Association and/or in response to Colorado Law.

Adopted by Camels Ridge Townhomes Homeowners Association Board, May 13, 2015.

DOCUMENT REQUEST FORM

Submit form to:

Camels Ridge Townhomes Homeowners Association, Inc.

c/o Bennett-Shellenberger Realty, Inc.

1710 E. Pikes Peak Avenue, Suite 200, Colorado Springs, CO 80909-5745

(719) 471-1703; FAX (719) 471-1707

propertymgr@camelsridgehoa.com

(Please print clearly)

Name of Requesting Owner: _____

Requested Date and Time for Examination: _____

Unit Address: _____

Daytime Telephone Contact: _____

I request to examine or copy the following: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Declaration of Covenants | <input type="checkbox"/> Articles of Incorporation |
| <input type="checkbox"/> Rules and Regulations | <input type="checkbox"/> Design Guidelines |
| <input type="checkbox"/> Policies and Procedures | <input type="checkbox"/> Minutes (Month: _____, Year: _____) |
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Most recent financial statement |
| <input type="checkbox"/> Operating Budget (current year) | <input type="checkbox"/> Other: |

I estimate that the inspection will require _____ (number of) hours

Pursuant to Colorado State Law and the Association's procedure regarding member access, inspection and copying of the Association's documents, I agree to pay in advance the cost of copying (\$.20/copy) and staff time (to be determined per hour or part of an hour), as set by the Association's records custodian. Payment must be received at time of examination, paid by certified funds or money order (no cash). I further agree that if the cost exceeds the estimate I will pay the additional charges at the time of inspection or prior to copying and delivery of records.

I certify that my request to review the books and records of the Association is in accordance with the Association's Records Policies and that this request is not for commercial purposes or my personal financial gain or for any solicitation, illegal or other uses violation the Association's Records Policy.

I agree that I am solely responsible for any legal liability or damages arising from or relating to my use of the information; and that the Association assumes no liability or responsibility for the

information provided, nor its use or misuse, and that the Association does not warrant or represent the accuracy, completeness, nor any other matter in the materials provided.

I agree that any information shall not be used for commercial, solicitation, illegal or other use in violation of the Records Policy, and to indemnify the Association from any claims or expenses resulting from the use of such information, in the event the records provided to me by the Association are used in violation of this Form; in such case, 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.

I understand that examination of books and records of this Association will be made available during normal business hours in accordance with State Law at a time and place designated by the Association. I understand that this Document Request Form must be submitted at least ten (10) days prior to inspection. I understand that I will pay as noted above, the labor costs for retrieving, copying, and/or witnessing the examination of books and records of this Association.

Signature of Requesting Owner: _____

Date of Signature: _____